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भारत का राजपत्र The Gazette of India

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सं. 24] नई दिल्ली, जून 6—जून 12, 2010, शनिवार/ज्येष्ठ 16—ज्येष्ठ 22, 1932
No. 24] NEW DELHI, JUNE 6—JUNE 12, 2010, SATURDAY/JYAISTHA 16—JYAISTHA 22, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
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कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 3 जून, 2010

का.आ. 1478—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए साउथ ईस्टर्न रेलवे के खरगपुर डिवीजन पर 28 मई, 2010 को खरगपुर - टाटा नगर सेक्शन (पश्चिम बंगाल के ईस्ट मिदनापुर जिला) पर खेमसुल और सैरडिहा रेलवे स्टेशन के बीच 134/17 कि. मी. (ब्राड गेज डबल लाइन इलेक्ट्रिफाइड) को पार करते हुए ट्रेन सं. 2102 अप हावड़ा - एल.टी.टी.ज्ञानेश्वर एक्सप्रेस के पटरी से उतरने तथा उसके टकराने के अन्वेषण/ जांच करने के लिए तथा उपर्युक्त उल्लिखित दुर्घटना के संबंध में प्रयास, दुष्प्रेरण तथा षडयंत्र के बारे में तथा इसी संव्यवहार के क्रम में या उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराध/अपराधों के अन्वेषण के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा क्षेत्राधिकार का विस्तार रेलवे क्षेत्र तक करती है।

[सं. 228/42/2010-एवीडी-II]
मुकेश चतुर्वेदी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS
(Department of Personnel and Training)
New Delhi, the 3rd June, 2010

S.O. 1478.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to Railway area for investigation/enquiry into derailment and collision of Train No. 2102 up Howrah-LTT Jnaneshwari Express on Kharagpur Division of South Eastern Railway on 28th May, 2010 while passing at K.M. 134/17 (Broad gauge double line electrified) between Khemasuli and Sardiha Railway Stations on Kharagpur-Tata Nagar Section (East Midnapur District of West Bengal) and attempts, abetments and conspiracy in relation to or in connection with the above mentioned incident and any other offence/offences committed in course of the same transaction or arising out of the same facts.

[No. 228/42/2010-AVD-II]
MUKESH CHATURVEDI, Under Secy.

नई दिल्ली, 11 जून, 2010

का.आ. 1479.—केन्द्रीय सरकार एतद्वारा अपराध प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बिहार राज्य के पटना में दिल्ली विशेष पुलिस स्थापना द्वारा संस्थापित मामलों के संबंध में अपील/पुनरीक्षण या विधि द्वारा स्थापित पुनरीक्षण अथवा अपीलीय न्यायालयों में इन मामलों से उद्भूत अन्य प्रक्रियाओं का संचालन करने के लिए एल.आर.अंसारी, एडवोकेट को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/6/2010-एवीडी-II]

मुकेश चतुर्वेदी, अवर सचिव

New Delhi, the 11th June, 2010

S.O. 1479.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri L.R. Ansari, Advocate as Special Public Prosecutor for conducting the prosecution of cases instituted by Delhi Special Police Establishment in the State of Bihar at Patna and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by law.

[No. 225/6/2010-AVD-II]

MUKESH CHATURVEDI, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 31 मई, 2010

का.आ. 1480.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 9 के उपखंड (1) एवं (2) के साथ पठित बैंककारी कंपनी उपक्रमों का (अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री के. एच. पाण्डेय (जन्म तिथि: 06-11-1959), विशेष सहायक, ओरियंटल बैंक ऑफ कॉमर्स, को अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा जब तक वे ओरियंटल बैंक ऑफ कॉमर्स के कर्मकार कर्मचारी के रूप में अपना पद नहीं छोड़ देते अथवा अगले आदेशों तक, जो भी पहले हो, ओरियंटल बैंक ऑफ कॉमर्स के निदेशक मंडल में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करता है।

[फा. सं. 9/33/2010-बी ओ-I]

सुमिता डवरा, निदेशक

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 31st May, 2010

S.O. 1480.—In exercise of the powers conferred by clause (e) of Sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with Sub-clause (1) & (2) of Clause 9 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government

hereby appoints Shri K.H Pandey (DoB: 06-11-1959), Special Assistant, Oriental Bank of Commerce, as Workmen Employee Director on the Board of Directors of Oriental Bank of Commerce for a period of three years from the date of notification or till he ceases to be a workmen employee of Oriental Bank of Commerce or until further orders, whichever is the earliest.

[F.No. 9/33/2009-BO-I]

SUMITA DWARA, Director

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 1 जून, 2010

का.आ. 1481.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड. के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (iii) के प्रयोजनार्थ कर निर्धारण वर्ष 2010-2011 के आगे से संगठन कशबा यूथ एग्रा, पूर्व मेदिनीपुर, पश्चिम बंगाल को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात्:—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा;
 - (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से सामाजिक विज्ञान या सांख्यिकीय अनुसंधान करेगा;
 - (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि उसमें दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उपधारा (1) के अंतर्गत आय विवरण प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;
 - (iv) अनुमोदित संगठन सामाजिक विज्ञान में अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।
2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन:—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा ; अथवा

- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित समाजिक विज्ञान में अनुसंधान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) (उक्त नियमावली) के नियम 5ग और 5ड. के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (iii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 42/2010/फा.सं. 203/55/2009.आ.क.नि.-II]

अजय गोयल, निदेशक (आ.क.नि.-II)

(Department of Revenue)

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 1st June, 2010

S.O. 1481.—It is hereby notified for general information that the organization Kashba Youth, Egra Purba Medinipur, West Bengal has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2010-2011 onwards in the category of 'other Institution' partly engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for research in social sciences;
- (ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for research in social and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for research in social science or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 42/2010/F. No. 203/55/2009/ITA-II]

AJAY GOYAL, Director (ITA-II)

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 3 जून, 2010

का.आ. 1482.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में दूरदर्शन महानिदेशालय, नई दिल्ली तथा विज्ञापन एवं दृश्य प्रचार निदेशालय, नई दिल्ली (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ केंद्रों/कार्यालयों, जिनके 80% से अधिक कर्मचारीवन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है को अधिसूचित करती है:—

1. दूरदर्शन अनुरक्षण केंद्र, मंगलौर
2. दूरदर्शन उच्च शक्ति ट्रांसमीटर, मंगलौर
3. दूरदर्शन उच्च शक्ति ट्रांसमीटर, रत्नागिरि
4. क्षेत्रीय प्रदर्शनी कार्यालय, विज्ञापन एवं दृश्य प्रचार निदेशालय, रांची (झारखंड)

[फा. सं. ई-11017/6/2010-हिंदी]

प्रियम्बदा, निदेशक (रा.भा.)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 3rd June, 2010

S.O. 1482.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under Directorate General of Doordarshan, New Delhi and Directorate of Advertising & Visual Publicity, New Delhi (Ministry of Information and Broadcasting), more than 80% of the staff whereof have acquired the working knowledge of Hindi:—

1. Doordarshan Maintenance Centre, Mangalore
2. Doordarshan High Power Transmitter, Mangalore
3. Doordarshan High Power Transmitter, Ratnagiri
4. Field Exhibition Office, Directorate of Advertising & Visual Publicity, Ranchi (Jharkhand).

[F.No.E-11017/6/2010-Hindi]

PRIYAMVADA, Director (O.L.)

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 31 मई, 2010

का.आ. 1483.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयाजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10 (4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक, उत्तरी दूरसंचार परियोजना परिमण्डल, ईस्टर्न कोर्ट परिसर, जनपथ, नई दिल्ली-110001.

[सं. ई. 11016/1/2009-रा.भा.]

सुधा श्रोत्रिय, संयुक्त सचिव (प्रशासन)

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Telecommunications)

(O.L. Section)

New Delhi, the 31st May, 2010

S.O. 1483.—In pursuance of Rule 10(4) of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, (as amended 1987), the Central Government hereby notifies the following offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager, Northern Telecom. Project Circle, Eastern Court Complex, Janpath, New Delhi-110001.

[No. E. 11016/1/2009-O.L.]

SUDHA SHROTRIA, Jt. Secy. (Admn.)

नई दिल्ली, 31 मई, 2010

का.आ. 1484.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयाजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10 (4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों

को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक, दूरसंचार, भारत संचार निगम लि०, कर्नाटक परिमण्डल, बेंगलूर-560 008

1. मंडल अभियंता, आंतरिक, नजरबाद, मैसूर
2. मंडल अभियंता, आंतरिक, गोकुलम, मैसूर
3. मंडल अभियंता, बाह्य-I, मैसूर
4. मंडल अभियंता, बाह्य-II, मैसूर
5. मंडल अभियंता, बाह्य-III, मैसूर
6. मंडल अभियंता, एनआईबी, नजरबाद, मैसूर
7. मंडल अभियंता, संचारण, नजरबाद, मैसूर
8. मंडल अभियंता, हुनसूर
9. मंडल अभियंता, कोल्लेगल
10. मंडल अभियंता, नंजनगूड
11. मंडल अभियंता, के.आर.नगर।

[सं. ई.-11016/1/2009-रा.भा.]

सुधा श्रोत्रिय, संयुक्त सचिव (प्रशासन)

New Delhi, the 31st May, 2010

S.O. 1484.—In pursuance of Rule 10(4) of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, (as amended-1987), the Central Government hereby notifies the following offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager Telecom, BSNL, Karnataka Circle, Bangalore-560 008

1. Divisional Engineer, Internal, Najrabad, Mysore
2. Divisional Engineer, Internal, Gokulam, Mysore
3. Divisional Engineer, External-I, Mysore
4. Divisional Engineer, External-II, Mysore
5. Divisional Engineer, External-III, Mysore
6. Divisional Engineer, NIB, Najrabad, Mysore
7. Divisional Engineer, Communication, Najrabad, Mysore
8. Divisional Engineer, Hoonsoor
9. Divisional Engineer, Kollegal
10. Divisional Engineer, Nanjangude
11. Divisional Engineer, K.R. Nagar.

[No. E-11016/1/2009-O.L.]

SUDHA SHROTRIA, Jt. Secy. (Admn.)

नई दिल्ली, 31 मई, 2010

का.आ. 1485.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में दूरदर्शन महानिदेशालय, (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ केंद्रों/कार्यालयों, जिनके 80% से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:—

1. दूरदर्शन केंद्र, कोझिकोड ।
2. दूरदर्शन केंद्र, तिरुवनंतपुरम ।
3. दूरदर्शन डीटीएच भू केंद्र ।

[फा. सं. ई-11017/6/2010-हिन्दी]

प्रियम्बदा, निदेशक (रा. भा.)

New Delhi, the 31st May, 2010

S.O. 1485.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under Directorate Genral of Doordarshan, New Delhi (Ministry of Information and Broadcasting), more than 80% of the staff whereof have acquired the working knowledge of Hindi:—

1. Doordarshan Kendra, Kozhikode
2. Doordarshan Kendra, Thiruvananthapuram
3. Doordarshan DTH Earth Station

[F. No. E-11017/6/2010-Hindi]

PRIYAMVADA, Director (O.L.)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 10 मार्च, 2010

का.आ. 1486.—केंद्र सरकार भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद एतद्वारा अर्हता की नामावली में परिवर्तन होने के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अनुसूची में—

(क) "चौधरी चरण सिंह विश्वविद्यालय, मेरठ" के सामने शीर्षक 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' (अब के बाद स्तंभ (2) के रूप में संदर्भित) के अंतर्गत अंतिम प्रविष्टि और उससे संबद्ध प्रविष्टि के बाद शीर्षक 'पंजीकरण के लिए संक्षेपण' [अब के बाद स्तंभ (3) के रूप में संदर्भित] के अंतर्गत निम्नलिखित अन्तःस्थापित किया जाएगा, अर्थात्:—

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"आयुर्विज्ञान वाचस्पति
(संवेदनाहरण)"

एमडी (संवेदनाहरण)
(यह एक मान्यताप्राप्त चिकित्सा अर्हता)
होगी यदि यह संतोष मेडिकल कालेज,

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गाजियाबाद, उत्तर प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में चौधरी चरण सिंह विश्वविद्यालय, मेरठ द्वारा जून, 2009 में अथवा उसके बाद प्रदान की गई हो।)

"आयुर्विज्ञान वाचस्पति
(सामान्य काय चिकित्सा)"

एम.डी. (सामान्य काय चिकित्सा)
(यह एक मान्यताप्राप्त चिकित्सा अर्हता) होगी यदि यह संतोष मेडिकल कालेज, गाजियाबाद, उत्तर प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में चौधरी चरण सिंह विश्वविद्यालय, मेरठ द्वारा मई, 2009 में अथवा उसके बाद प्रदान की गई हो।)

"शल्य चिकित्सा निष्णात
(सामान्य शल्य चिकित्सा)"

एम.एस. (सामान्य शल्य चिकित्सा)
(यह एक मान्यताप्राप्त चिकित्सा अर्हता) होगी यदि यह संतोष मेडिकल कालेज, गाजियाबाद, उत्तर प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में चौधरी चरण सिंह विश्वविद्यालय, मेरठ द्वारा जुलाई, 2009 में अथवा उसके बाद प्रदान की गई हो।)

"बाल स्वास्थ्य में
डिप्लोमा"

डी.सी.एच.
(यह एक मान्यताप्राप्त चिकित्सा अर्हता) होगी यदि यह संतोष मेडिकल कालेज, गाजियाबाद, उत्तर प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में चौधरी चरण सिंह विश्वविद्यालय, मेरठ द्वारा मई, 2009 में अथवा उसके बाद प्रदान की गई हो।)

"स्त्री एवं प्रसूति चिकित्सा
में डिप्लोमा"

डी.जी.ओ.
(यह एक मान्यताप्राप्त चिकित्सा अर्हता) होगी यदि यह संतोष मेडिकल कालेज, गाजियाबाद, उत्तर प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में चौधरी चरण सिंह विश्वविद्यालय, मेरठ द्वारा मई, 2009 में अथवा उसके बाद प्रदान की गई हो।)

"नेत्र विज्ञान में डिप्लोमा"

डी.ओ.
(यह एक मान्यताप्राप्त चिकित्सा अर्हता) होगी यदि यह संतोष मेडिकल कालेज, गाजियाबाद, उत्तर प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में चौधरी चरण सिंह विश्वविद्यालय, मेरठ द्वारा मई, 2009 में अथवा उसके बाद प्रदान की गई हो।)

(ख) "एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा"
के सामने शीर्षक 'मान्यताप्राप्त आयुर्विज्ञान अर्हता'
(अब के बाद स्तंभ (2) के रूप में संदर्भित) के

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अंतर्गत अंतिम प्रविष्टि और उससे संबद्ध प्रविष्टि के बाद शीर्षक 'पंजीकरण के लिए संक्षेपण' [अब के बाद स्तंभ (3) के रूप में] संदर्भित के अंतर्गत निम्नलिखित अन्तःस्थापित किया जाएगा, अर्थात् :—

“शल्य चिकित्सा निष्णात (सामान्य शल्य चिकित्सा) ”

एम.एस. (सामान्य शल्य चिकित्सा)
(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एस.बी.एस मेडिकल कालेज, महबूबनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा जून, 2009 में अथवा उसके बाद प्रदान की गई हो।)

“शल्य चिकित्सा निष्णात (आंख, नाक, गला)”

एम.एस. (आंख, नाक, गला)
(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एस.बी.एस मेडिकल कालेज, महबूबनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा जून, 2009 में अथवा उसके बाद प्रदान की गई हो।)

“शल्य चिकित्सा निष्णात (नेत्र विज्ञान)”

एम.एस. (नेत्र विज्ञान)
(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एस.बी.एस मेडिकल कालेज, महबूबनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा जून, 2009 में अथवा उसके बाद प्रदान की गई हो।)

“काय चिकित्सा वाचस्पति (सामान्य काय चिकित्सा)”

एम.डी. (सामान्य काय चिकित्सा)
(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एस.बी.एस मेडिकल कालेज, महबूबनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा जून, 2009 में अथवा उसके बाद प्रदान की गई हो।)

“आयुर्विज्ञान वाचस्पति (त्वचा विज्ञान, रतिज रोग विज्ञान और कुष्ठ)”

एम.डी (डी.बी.एल.)
(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एस.बी.एस मेडिकल कालेज, महबूबनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के लिए जून, 2009 में या इसके बाद एनटीआर

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स्वास्थ्य आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदान की गई हो।)

“आयुर्विज्ञान वाचस्पति (क्षयरोग और श्वसनी रोग)”

एम.डी (टीबी एंड आरडी)
(यह मान्यताप्राप्त चिकित्सा अर्हता होगी जब एस.बी.एस मेडिकल कालेज, महबूबनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के लिए जून, 2009 में या इसके बाद एनटीआर स्वास्थ्य आयुर्विज्ञान विश्वविद्यालय विजयवाड़ा द्वारा प्रदान की गई हो।)

“आयुर्विज्ञान वाचस्पति (सर्वेदना हरण)”

एम.डी (सर्वेदनाहरण)
(यह मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एस.बी.एस मेडिकल कालेज, महबूबनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा जून, 2009 में या उसके बाद प्रदान की गई हो।)

“आयुर्विज्ञान वाचस्पति (शरीर रचना विज्ञान)”

एम.डी (शरीर रचना विज्ञान)
(यह मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एस.बी.एस मेडिकल कालेज, महबूबनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा जून, 2009 में अथवा उसके बाद प्रदान की गई हो।)

“आयुर्विज्ञान वाचस्पति (सूक्ष्म जीवविज्ञान)”

एम.डी (सूक्ष्म जीवविज्ञान)
(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एस.बी.एस मेडिकल कालेज, महबूबनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा जून, 2009 में अथवा उसके बाद प्रदान की गई हो।)

“अस्थि रोग विज्ञान डिप्लोमा”

डी. आर्थो.
(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एस.बी.एस मेडिकल कालेज, महबूब नगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के संबंध में एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा जून,

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2009 में या इसके बाद एनटीआर स्वास्थ्य आयुर्विज्ञान विश्वविद्यालय विजयवाड़ा द्वारा प्रदान की गई हो।)

“मनोवैज्ञानिक चिकित्सा
डिप्लोमा”

डी.पी.एम.

(यह मान्यताप्राप्त चिकित्सा अर्हता होगी यदि एस.वी.एस मेडिकल कालेज, महबूब नगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे छात्रों के लिए जून, 2009 में या इसके बाद एनटीआर स्वास्थ्य आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदान की गई हो।)

(ग) “राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, बंगलूरु (सम विश्वविद्यालय) के सामने शीर्षक ‘मान्यताप्राप्त चिकित्सा अर्हता’ [इसके बाद स्तंभ (2) के रूप में संदर्भित] के अंतर्गत शीर्षक ‘पंजीकरण के लिए संक्षेपण’ [इसके बाद स्तंभ (3) के रूप में संदर्भित] के अंतर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद निम्नलिखित को रखा जाएगा, अर्थात् :—

“डाक्टर आफ मेडिसीन
(तंत्रिका विज्ञान)”

डी.एम. (तंत्रिका विज्ञान)

(यह मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, बंगलूरु में प्रशिक्षित किए जा रहे छात्रों के लिए 2003 में या इसके बाद राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान बंगलूरु (सम विश्वविद्यालय) द्वारा प्रदान की गई हो।)

(घ) “छत्रपति साहूजी महाराज आयुर्विज्ञान विश्वविद्यालय, लखनऊ (सम विश्वविद्यालय) के सामने शीर्षक ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [इसके बाद स्तंभ (2) के रूप में संदर्भित] के अंतर्गत अंतिम शीर्षक ‘पंजीकरण के लिए संक्षेपण’ [इसके बाद स्तंभ (3) के रूप में संदर्भित] के अंतर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद निम्नलिखित को रखा जाएगा, अर्थात् :—

“मजिस्ट्रार आफ चिरुरगई
(शल्यक्रिया अर्बुद विज्ञान)”

एम.सीएच (शल्यक्रिया अर्बुद विज्ञान)

(यह मान्यताप्राप्त चिकित्सा अर्हता होगी जब छत्रपति साहूजी महाराज आयुर्विज्ञान विश्वविद्यालय, लखनऊ में प्रशिक्षित किए जा रहे छात्रों के लिए अक्टूबर, 2007 में या इसके बाद स्वास्थ्य छत्रपति साहूजी महाराज आयुर्विज्ञान विश्वविद्यालय, लखनऊ द्वारा प्रदान की गई हो।)

(ङ) ‘संजय गांधी स्नातकोत्तर आयुर्विज्ञान संस्थान, (सम विश्वविद्यालय) लखनऊ के सामने शीर्षक ‘मान्यताप्राप्त चिकित्सा अर्हता’ [इसके बाद स्तंभ (2)

2

3

के रूप में संदर्भित] के अंतर्गत, शीर्षक ‘पंजीकरण के लिए संक्षेपण’ [इसके बाद स्तंभ (3) के रूप में संदर्भित] के अंतर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद निम्नलिखित को रखा जाएगा’ अर्थात् :—

“मजिस्ट्रार आफ चिरुरगई
(हृदय वाहिका और वक्ष
शल्यक्रिया)”

एम.सीएच (सीटीवीएस)

(यह मान्यताप्राप्त चिकित्सा अर्हता होगी जब संजय गांधी स्नातकोत्तर आयुर्विज्ञान संस्थान, लखनऊ में प्रशिक्षित किए जा रहे छात्रों के लिए 1994 में या इसके बाद संजय गांधी स्नातकोत्तर आयुर्विज्ञान संस्थान, (सम विश्वविद्यालय) द्वारा प्रदान की गई हो।)

(च) “शेर-ए-कश्मीर आयुर्विज्ञान संस्थान, (सम विश्वविद्यालय) श्रीनगर, के सामने ‘मान्यताप्राप्त चिकित्सा अर्हता’ (इसके पश्चात् स्तंभ (2) के रूप में संदर्भित) के अंतर्गत अंतिम प्रविष्टि तथा शीर्षक ‘पंजीकरण के लिए संक्षेपण’ [इसके पश्चात् स्तंभ (3) के रूप में संदर्भित] के अंतर्गत उससे संबंधित प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :—

“मजिस्ट्रार चिरुरगई
(न्यूरो सर्जरी)”

एम.सीएच (न्यूरो सर्जरी)

(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह शेर-ए-कश्मीर आयुर्विज्ञान संस्थान, (सम विश्वविद्यालय) श्रीनगर, जम्मू एवं कश्मीर द्वारा शेर-ए-कश्मीर आयुर्विज्ञान संस्थान, श्रीनगर में प्रशिक्षण प्राप्त कर रहे छात्रों के संबंध में अगस्त, 2008 में अथवा उसके बाद रहे छात्रों के संबंध में अथवा उसके बाद प्रदान की गई हो।)

(छ) “दिल्ली विश्वविद्यालय, दिल्ली” के सामने ‘मान्यताप्राप्त चिकित्सा अर्हता’ (इसके पश्चात् स्तंभ (2) के रूप में संदर्भित) के अंतर्गत अंतिम प्रविष्टि तथा शीर्षक ‘पंजीकरण के लिए संक्षेपण’ (इसके पश्चात् स्तंभ (3) के रूप में संदर्भित) के अंतर्गत उससे संबंधित प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :—

“बाल स्वास्थ्य में डिप्लोमा” डी.सी.एच.

(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह दिल्ली विश्वविद्यालय, दिल्ली द्वारा कस्तूरबा अस्पताल, दिल्ली में प्रशिक्षण प्राप्त कर रहे छात्रों के संबंध में 1984 में अथवा उसके बाद प्रदान की गई हो।)

2	3
सभी के संबंध में नोट:	<p>1. किसी स्नातकोत्तर पाठ्यक्रम के लिए प्रदत्त ऐसी मान्यता 5 वर्षों की अधिकतम अवधि के लिए होगी, जिसके उपरान्त इसका नवीनीकरण करवाना पड़ेगा।</p> <p>2. उप-खंड-4 में यथापेक्षित मान्यता के समयपूर्वक नवीनीकरण संबंधी अपेक्षा में असफल रहने का अनिवार्यतः परिणाम संबंधित स्नातकोत्तर पाठ्यक्रम में दाखिला बंद करने के रूप में निकलेगा।</p>

[सं.यू. 12012/2/2010-एमई(पी-II)]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 10th March, 2010

S.O. 1486.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change of nomenclature of the qualification namely :—

In the said Schedule—

- (a) against “Ch. Charan Singh University, Meerut” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
“Doctor of Medicine (Anaesthesia)”	MD (Anaesthesia) (This shall be a recognised medical qualification when granted by Ch. Charan Singh University, Meerut in respect of students being trained at Santosh Medical College, Ghaziabad, Uttar Pradesh on or after June, 2009.)
“Doctor of Medicine (General Medicine)”	MD (General Medicine) (This shall be a recognised medical qualification when granted by Ch. Charan Singh University, Meerut in respect of students being trained at Santosh

(2)	(3)
“Master of Surgery (General Surgery)”	Medical College, Ghaziabad, Uttar Pradesh on or after May, 2009.) MS (General Surgery) (This shall be a recognised medical qualification when granted by Ch. Charan Singh University, Meerut in respect of students being trained at Santosh Medical College, Ghaziabad, Uttar Pradesh on or after May, 2009.)
“Diploma in Child Health”	D.C.H (This shall be a recognised medical qualification when granted by Ch. Charan Singh University, Meerut in respect of students being trained at Santosh Medical College, Ghaziabad, Uttar Pradesh on or after June, 2009.)
“Diploma in Gynaecology & Obstetrics”	D.G.O. (This shall be a recognised medical qualification when granted by Ch. Charan Singh University, Meerut in respect of students being trained at Santosh Medical College, Ghaziabad, Uttar Pradesh on or after May, 2009.)
“Diploma in Ophthalmology”	D.O. (This shall be a recognised medical qualification when granted by Ch. Charan Singh University, Meerut in respect of students being trained at Santosh Medical College, Ghaziabad, Uttar Pradesh on or after June, 2009.)
(b) against “NTR University of Health Sciences, Vijayawada” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
“Master of Surgery (General Surgery)”	MS (General Surgery) (This shall be a recognised medical qualification when granted by NTR University of

(2)	(3)	(2)	(3)
	Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)		Mahabubnagar, Andhra Pradesh on or after June, 2009.)
“Master of Surgery (ENT)”	MS(ENT) (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)	“Doctor of Medicine (Anaesthesia)”	MD (Anaesthesia) (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)
“Master of Surgery (Ophthalmology)”	MS (Ophthalmology) (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)	“Doctor of Medicine (Anatomy)”	MD (Anatomy) (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)
“Doctor of Medicine (General Medicine)”	MD (General Medicine) (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)	“Doctor of Medicine (Microbiology)”	MD (General Microbiology) (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)
“Doctor of Medicine (Dermatology, Venereology & Leprosy)”	MD(D.V.L.) (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)	“Diploma in Orthopaedics”	D. (Ortho.) (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)
“Doctor of Medicine (Tuberculosis & Respiratory Diseases)”	MD (TB & RD) (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College,	“Diploma in Psychological Medicine”	D.P.M. (This shall be a recognised medical qualification when granted by NTR University of Health Sciences, Vijayawada in respect of students being trained at S.V.S. Medical College, Mahabubnagar, Andhra Pradesh on or after June, 2009.)
		(c) against “National Institute of Mental Health & Neuro Sciences, (Deemed University) Bangalore” under the heading ‘Recognised Medical	

(2)	(3)	(2)	(3)
Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—			being trained at Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow, on or after 1994.
“Doctor of Medicine (Neurology)”	DM (Neurology) (This shall be a recognised medical qualification when granted by National Institute of Mental Health & Neuro Sciences, (Deemed University) Bangalore in respect of students being trained at National Institute of Mental Health & Neuro Sciences, Bangalore on or after, 2003.)	(f) against “Sher-I-Kashmir Institute of Medical Sciences (Deemed University) Srinagar” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
		“Magistrar of Chirurgiae M. Ch (Neuro Surgery)	
(d) against “Chhatrapati Shahuji Maharaj Medical University, Lucknow” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—		(Neuro Surgery)”	(This shall be a recognised medical qualification when granted by Sher-I-Kashmir Institute of Medical Sciences (Deemed University, Srinagar J & K) in respect of students being trained at Sher-I-Kashmir Institute of Medical Sciences, Srinagar on or after August, 2008.)
“Magistrar of Chirurgiae M. Ch (Surgical Oncology)			
(Surgical Oncology)”	(This shall be a recognised medical qualification when granted by Chhatrapati Sahuji Maharaj Medical University, Lucknow in respect of students being trained at Chhatrapati Shahuji Maharaj Medical University, Lucknow on or after October, 2007.)	(g) against “Delhi University, Delhi” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
(e) against “Sanjay Gandhi Postgraduate Institute of Medical Sciences (Deemed University), Lucknow” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—		“Diploma in Child Health”	D.C.H (This shall be a recognised medical qualification when granted by Delhi University, Delhi in respect of students being trained at Kasturba Hospital, Delhi on or after, 1984.)
“Magistrar of Chirurgiae M. Ch (CTVS)			
(Cardio Vascular & Thoracic Surgery)”	(This shall be a recognised medical qualification when granted by Sanjay Gandhi Postgraduate Institute of Medical Sciences (Deemed University), Lucknow in respect of students	Note to all: 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed. 2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.	

[No.U.12012/2/2010-ME(P.II)]

ANITA TRIPATHI, Under Secy.

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 28 मई, 2010

का.आ. 1487.—राजनयिक और कौंसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्द्वारा श्री रवि सिंह, सहायक और श्री मोहन प्रकाश निम्न श्रेणी क्लर्क को 28-5-2010 से भारत के राजदूतावास, बगदाद में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी.4330/01/2006]

आर. के. पेरिनडिया, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi, the 28th May, 2010

S. O. 1487.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Ravi Singh, Assistant, and Shri Mohan Prakash, LDC in the Embassy of India, Baghdad to perform their duties of Assistant Consular Officers with effect from 28-5-2010,

[No. T. 4330/01/2006]

R.K. PERINDIA, Under Secy. (Consular)

नई दिल्ली, 31 मई, 2010

का.आ. 1488.—राजनयिक और कौंसलीय ऑफिसर (शपथ और फीस) अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्द्वारा श्री धरम पाल लिजारा, सहायक को 31 मई 2010 से भारत के राजदूतावास, मस्कट में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी.4330/01/2006]

आर. के. पेरिनडिया, अवर सचिव (कौंसुलर)

New Delhi, the 31st May, 2010

S. O. 1488.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers

(Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Dharam Pal Linjhara, Assistant in the Embassy of India, Muscat to perform the duties of Assistant Consular Officers with effect from 31st May, 2010.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

कोयला मंत्रालय

नई दिल्ली, 3 जून, 2010

का.आ. 1489.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. 2705 तारीख 29 सितम्बर, 2009 जो भारत के राजपत्र, भाग-II, खण्ड 3, उपखण्ड (ii), तारीख 3 अक्टूबर, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट 291.285 हेक्टर या 719.77 एकड़ परिक्षेत्र की भूमि में और उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार को पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 291.285 हेक्टर (लगभग) या 719.77 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 291.235 हेक्टर (लगभग) या 719.77 एकड़ (लगभग) माप वाली भूमि में और उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम/(पीएलजी)/भूमि/374 तारीख 28 जनवरी 2010 का निरीक्षण कलेक्टर, कोरबा, छत्तीसगढ़ के कार्यालय में या कोयला नियंत्रक-1, काउंसिल हाऊस स्ट्रीट कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, राजस्व अनुभाग, सीपत रोड, बिलासपुर-495006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

अनुसूची

पोंडी ब्लाक दूसरा विस्तार, गेवरा क्षेत्र
जिला-कोरबा, छत्तीसगढ़

(रेखांक संख्या-एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/374, तारीख 28 जनवरी, 2010)

सभी अधिकार:

(क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	खेवट नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1.	भठोरा	20	29	दिपका	कोरबा	39.992	भाग
2.	नरईबोध	20	90	दिपका	कोरबा	201.091	भाग

कुल क्षेत्र :—241.083 हेक्टर (लगभग) या 595.72 एकड़ (लगभग)

(ख) राजस्व वन भूमि (सीजेजे और बीजेजे) :

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	खेवट नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1.	नरईबोध	20	90	दिपका	कोरबा	50.202	भाग

कुल क्षेत्र :—50.202 हेक्टर (लगभग) या 124.05 एकड़ (लगभग)

कुल योग (क+ख) :—291.285 हेक्टर (लगभग)
या 719.77 एकड़ (लगभग)

1. ग्राम भठोरा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या:- 1, 2 (भाग), 3(भाग), 9(भाग), 11(भाग), 12 से 21, 22/1(भाग), 22/2 (भाग), 23(भाग), 24(भाग), 25, 26(भाग), 27 (भाग), 29 (भाग), 30,31,32, 33(भाग),34 (भाग), 40 (भाग), 116 (भाग), 259 (भाग), 260 (भाग), 261 (भाग), 262/1, 262/2, 262/3क, 262/3 ख, 262/4 से 262/11, 263/1 से 263/7, 264 से 267, 268/1 से 268/7, 268/8क, 268/8ख, 268/9, 269, 270/1 से 270/7, 271, 272(भाग), 276(भाग), 277(भाग), 289, 290/1, 290/2, 291 से 295, 296/1क, 296/1ख, 296/1ग 296/1घ, 296/2 297/1, 297/2 298/1, 298/2, 299 से 303, 304/1, 304/2 305(भाग), 349(भाग), 350(भाग), 351(भाग), 352(भाग), 353(भाग), 354(भाग), 359(भाग), 375(भाग), 378(भाग), 379 से 382, 383/1, 383/2, 384/1 से 384/3, 385/1 से 385/3, 386, 387, 388/1 से 388/4, 389/1 से 389/5, 390 से 392, 393(भाग), 394(भाग), 402(भाग), 403(भाग), 404(भाग), 406(भाग), 407(भाग), 408, 409/1 से 409/3, 410/1 से 410/3, 411, 412(भाग), 413(भाग), 414(भाग), 415, 416/1, 416/2, 417, 418/1, 418/2, 419, 420/1, 420/2, 421/1 से 421/3, 422/1, 422/2, 423 से 431, 432(भाग), 437(भाग), 438 (भाग), 443(भाग), 444(भाग), 445, 446/1, 446/2, 447/1 से 447/3, 448, 449/1, 449/2, 450, 451/1, 451/2, 452/2, 452 से 457, 458/1, 458/2, 459,460/1, 460/2, 461/1 से 461/3, 462 से 465, 466(भाग), 467(भाग), 468, 469 (भाग), 470(भाग),

2. ग्राम नरईबोध (भाग) में अर्जित किए जाने वाले प्लॉट संख्या:- 1/1 से 1/25, 2/1 से 2/4, 3/1 से 3 से 6, 4/1 से 4/5, 5/1, 5/2,6/1, से 6/5, 7/1 से 7/3, 8, 9/1 से 9/7, 10/1, 10/2, 10/3, 11/1 से 11/10, 12, 13/1(भाग), 13/2 से 13/14, 14/1, 15/1(भाग), 16/1 से 16/10, 17/1 से 17/7, 18/1, 18/2, 19/1, 19/2, 19/3, 20/1 से 20/4, 21, 22/1 से 22/12, 23/1, 23/2, 24/1, 24/2, 25/1 से 25/5, 26/1 से 26/4, 27, 28, 29/1, 29/2, 30, 31/1 से 31/11, 32/1 से 32/4, 32/5क, 32/5ख, 32/6, 33 से 38, 39/1 39/2, 39/3 40/1, से 40/4, 41/1 से 41/6, 42/1 से 42/5, 43/1 से 43/3, 44/1, 44/2, 45/1, 45/2, 46, 47/1, 47/2, 48 से 51, 52/1, 52/2, 53/1, 53/2 54/1 से 54/5, 55/1, 55/2, 56/1, 56/2, 57 से 62, 63/1, 63/2, 64 से 71, 72/1, 72/2, 73/1, 73/2, 74, 75, 76,77/1 से 77/4, 78/1 से 78/19, 79/1, 79/2, 80/1 से 80/4, 81/1, 81/2, 82/1, 82/2, 83 से 88, 89/1 से 89/5, 90, 91, 92/1, 92/2, 93, 94/1, 94/2, 94/3, 95/1, 95/2, 96, 97, 98/1, 98/2, 99/1, 99/2, 100/1 से 100/23, 101/1 से 101/5, 102/1, 102/2, 103/1, 103/2, 103/3, 104/1 से 104/6, 105/1 से 105/5, 106/1 से 106/5, 107/1, 107/2, 108/1, 108/2, 109/1 से 109/5, 110/1 से 110/6, 111/1 से 111/3, 112/1 से 112/4, 113, 114/1 से 114/12, 115, 116/1 से 116/10, 117/1 से 117/5, 118/1 से 118/6, 119/1, 119/2, 119/3, 120/1 से 120/8, 121/1, 121/2, 122/1 से 122/4, 123/1 से 123/7, 124/1क, 124/1ख, 124/1ग, 124/1घ, 124/2 क 1, 124/2 क/2, 124/2क/3, 124/2 ख/1, 124/2ख/2, 124/2ख/3, 124/2ग/1, 124/2ग/2, 124/2ग/3, 124/2घ/1 से 124/2घ/7, 124/2 ङ/1 से 124/2ङ/4, 125, 126, 127/1 से 127/17, 128/1 से 128/3, 129, 130/1, 130/2, 131/1 से 131/9, 132, 133/1 से 133/4, 134, 135/1 से 135/4, 136, 137/1 से 137/11, 138, 139/1, 139/2, 139/3, 140/1 से 140/9, 141, 142/1, 142/2, 143/1, 143/2, 143/3, से 144/1 से 144/8, 145/1 से 145/6, 146, 147, 148/1 148/3, 149 से 153, 154/1, 154/2, 155/1, 155/2, 155/3, 156, 157/1,

157/2, 157/3, 158, 159, 160, 161/1, 161/2, 162/1, 162/2, 163, 164/1, 164/2, 165, 166, 167/1, 167/2, 168, 169/1, 169/2, 170/1, 170/2, 170/3, 171, 172, 173, 174/1, 174/2, 175, 176/1 से 176/5, 177, 178/1 से 178/4, 179, 180, 181/1, 181/2, 182 से 194, 195/1 से 195/7, 196/1, 196/2, 197/1 से 197/6, 198, 199/1 से 199/4, 200/1 से 200/4, 201/1 से 201/3, 202, 203, 204, 205/1 से 205/5, 206 से 211, 212/1 से 212/5, 213, 214/1, 214/2, 215, 216, 217/1, 217/2, 218/1, 218/2, 219/1 से 219/5, 220/1, 220/2, 220/3, 221/1 से 221/17, 222, 223/1, 223/2, 224/1, 224/2, 225, 226/1 से 226/18, 227/1, 227/2, 228 से 231, 232/1 से 232/5, 233, 234, 235/1, 235/2, 235/3, 236/1 से 236/7, 237/1 से 237/10, 238/1 से 238/4, 239/1 से 239/4, 240/1 से 240/8, 241/1, 241/2, 242/1 से 242/3, 243/1, 243/2, 243/3, 244/1, 244/2, 245/1, 245/2, 246/1 से 246/8, 247/1 से 247/7, 248, 249/1 से 249/5, 250, 251, 252/1, 252/2, 252/3, 253/1, 253/2, 254/1, 254/2, 255/1, 255/2, 255/3, 256/1, 256/2, 256/3, 257/1, 257/2, 258, 259, 260/1, 260/2, 261, 262/1, 262/2, 262/3, 263, 264, 265, 266/1, 266/2, 267, 268, 269/1, 269/2, 269/3, 270, 271/1, 271/2, 271/3, 272/1 से 272/4, 273/1, 273/2, 274, 275, 276/1, 276/2, 277, 278/1, 278/2, 279, 280, 281/1, 281/2, 282, 283/1, 283/2, 283/3, 284/1 से 284/4, 285, 286, 287/1 से 287/5, 288/1, 288/2, 289, 290/1, 290/2, 291/1, 291/2, 292/1 से 292/5, 293, 294/1, 294/2, 295/1 से 295/4, 296/1 से 296/11, 297/1 से 297/4, 298/1 से 298/5, 299/1, 299/2, 300/1, 300/2, 300/3, 301/1, 301/2, 301/3, 302 से 305, 306/1, 306/2, 307, 308/1, 308/2, 309/1, से 309/7, 310/1, 310/2, 311, 312/1 से 312/6, 313/1 से 313/7, 314/1 से 314/4, 315/1, 315/7, 316, 317/1 से 317/6, 318, 319, 320, 321/1 से 321/7, 322, 323/1 से 323/4, 324/1 से 324/9, 325/1 से 325/4, 326/1, 326/2, 326/3, 327/1, 327/2, 328, 329/1, 329/2, 330/1, 330/2, 330/3, 331 से 333, 334/1 से 334/5, 335/1, 335/2, 336, 337/1 से 337/5, 338/1 से 338/5, 339 से 342, 343/1, 343/2, 343/3, 344, 345/1, 345/2, 346/1, 346/2, 347/1, 347/2, 348 से 350, 351/1 से 351/7, 352/1, 352/2, 353/1 से 353/4, 354/1, 354/2, 355/1, 355/2, 356, 357/1 से 357/4, 358, 359, 360/1 से 360/4, 361/1, 361/2, 362 से 367, 368/1, 368/2, 369, 370/1 से 370/6, 371, 372/1, 372/2, 373, 374, 375, 376/1, 376/2, 376/3, 377, 378, 379, 380/1, 380/2, 381, 382/1 से 382/4, 383/1, 383/2, 384 से 388, 389/1, 389/2, 390, 391, 392, 393/1, 393/2, 393/3, 394, 395, 396/1 से 396/8, 397/1, 397/2, 398/1, 398/2, 399/1 से 399/5, 400/1, 400/2, 400/3, 401/1 से 401/11, 402/1, 402/2, 403, 404/1 से 404/4, 405, 406, 407, 408/1 से 408/5, 409/1, 409/2, 409/3, 410, 411/1, 411/2, 412/1, 412/2, 412/3, 413/1, 413/2, 414/1 से 414/13, 415/1 से 415/11, 416/1, 416/2, 417/1, 417/2, 418/1 से 418/18, 419/1 से 419/5, 420, 421, 422/1 से 422/3, 422/4क, 422/4ख 422/5 से 422/41, 422/42क, 422/42ख, 42/43, 422/44, 423/1 से 423/5, 424, 425/1 से 425/10, 426/1 से 426/14, 427, 428, 429/1, 429/2, 429/3, 430/1 से 430/45, 431/1 से 431/5, 432/1, 432/2, 433/1, 433/2, 434/1 से 434/4, 435/1 से 435/7, 436/1 से 436/9, 437/1 से 437/3, 438/1 से 438/5, 439/1, 439/2क, 439/2ख, 439/3, से 439/5, 440/1 से 440/4, 441/1 से 441/4, 442/1, 442/2, 442/3, 443/1 से 443/6, 444/1 से 444/11, 445/1 से 445/5, 446/1 से 446/5, 447/1 से 447/5, 448/1, 448/2, 449/1 से 449/6, 450, 451/1, 451/2, 452, 453, 454/1, 454/2क, 454/2ख, 454/3, 454/4, 454/5क, 454/5ख, 454/5ग, 455/1 से 455/4, 455/5क, 455/5ख, 455/6, 456/1, 456/2, 457/1 से 457/6, 458/1, 458/2, 458/3, 459/1 से 459/6, 460, 461, 461/1 से 461/4, 462/1, 462/2, 462/3, 463/1, 463/2, 464/1, 464/2, 465, 466/1 से 466/12, 467/1, 467/2, 467/3, 468/1 से 468/4, 469/1 से 469/5, 470/1, 470/2, 471/1, 471/2, 471/3, 472/1 से 472/4, 473, 474/1 से 474/4, 475/1 से 475/8, 476, 477, 478, 479/1 से 479/6, 480/1, 480/2, 481, 482, 483/1 से 483/7, 484, 485/1, 485/2, 486, 487, 488/1, 488/2, 489/1 से 489/6, 490 से 497, 498/1 से 498/6, 499/1 से 499/4, 500/1 से 500/6, 501/1 से 501/4, 502/1 से 502/6, 503, 504/1 से 504/6, 505/1, 505/2, 506/1 से 506/5, 507/1, 507/2, 508/1, 508/2, 508/3, 509/1 से 509/5, 510/1 से 510/4, 511/1, 511/2, 512/1, 512/2, 513, 514/1 से 514/4, 515/1, 515/2, 515/3, 516/1 से 516/8, 517/1, 517/2, 517/3, 517/4क, 517/4ख, 517/4ग, 518/1, 518/2, 519/1 से 519/5, 520, 521, 522/1 से 522/4, 523, 524, 525/1, 525/2, 526/1, 526/2, 527/1, 527/2, 528/1, 528/2, 529, 530, 531/1, 531/2, 531/3, 532, 533/1 से 533/7.

सीमा वर्णन :

- क-ख रेखा बिन्दु "क" से आरंभ होती है और ग्राम मनगांव - नरईबोध के सम्मिलित सीमा से होती हुई बिन्दु "ख" पर मिलती है ।
- ख-ग-घ रेखा ग्राम नरईबोध के प्लाट संख्या 3/1 तथा बिन्दु "ग" से होती हुई बिन्दु "घ" पर मिलती है ।
- घ-ड-च रेखा ग्राम नरईबोध के प्लाट संख्या 13/3 के उत्तरी दक्षिणी, प्लाट संख्या 13/6 के उत्तरी सीमा, बिन्दु "ड" से गुजरती है फिर प्लाट संख्या 8/1क, 15 से होती हुई ग्राम नरईबोध- मनगांव के सम्मिलित सीमा में बिन्दु "च" पर मिलती है ।
- च-छ-ज रेखा ग्राम नरईबोध- मनगांव के भागतः सम्मिलित सीमा तथा बिन्दु "छ" से गुजरती हुई बिन्दु "ज" पर मिलती है ।
- ज-झ-ञ-ट रेखा ग्राम नरईबोध-गेवरा, नरईबोध पंडरीपानी, नरईबोध-बरभाटा के सम्मिलित सीमा तथा बिन्दु "झ" बिन्दु "ञ" से होती हुई ग्राम नरईबोध-बरभाटा के सम्मिलित सीमा में बिन्दु "ट" पर मिलती है ।
- ट-ठ रेखा ग्राम भठोरा के प्लाट संख्या 470 के दक्षिणी सीमा तथा प्लाट संख्या 468, 467, 466, 444/3, 443/1, 438/2, 441, 438/1 से गुजरती है फिर प्लाट संख्या 432-437/2 के दक्षिणी सीमा तथा प्लाट संख्या 353, 350-351-352 से होती हुई बिन्दु "ठ" पर मिलती है ।
- ठ-ड रेखा ग्राम भठोरा के प्लाट संख्या 347-348 के पूर्वी सीमा तथा प्लाट सं. 349, 354, 359, 406/2, 406/1, 407, 404, 403, 402, 413, 414 से गुजरती हुई बिन्दु "ड" पर मिलती है ।

ड-ढ रेखा ग्राम भठोरा के प्लाट संख्या 414, 394, 393, 378/1, 378/2, 375, 374, 289/1-305, 277/2, 276, 272, 259/7ख, 260/2, 261, 22/1, 23-24-25, 26, 27, 29, 33/2, 34/2, 9, 11, 2/5, 2/7 से होती हुई ग्राम कोसमंडा -भठोरा के सम्मिलित सीमा बिन्दु "ढ" पर मिलती है।

ढ-ण-त रेखा ग्राम कोसमंडा -भठोरा के भागतः सम्मिलित सीमा तथा बिन्दु "ण" से गुजरती हुई बिन्दु "त" पर मिलती है।

त-क रेखा ग्राम कोसमंडा-नरईबोध के सम्मिलित सीमा से गुजरती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/25/2008-पीआरआईडब्ल्यू-1]

एम.शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 3rd June, 2010

S.O. 1489.— Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 2705 dated the 29th September, 2009, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, Sub-Section (ii) dated the 3rd October, 2009, the Central Government gave notice of its intension to acquire 291.285 hectares or 719.77 acres land and all rights in or over such lands in the locality specified in the Schedule appended to that notification;

And, whereas the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh is satisfied that the lands measuring 291.285 hectares (approximately) or 719.77 acres (approximately) and all rights in or over such lands as described in Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 291.285 hectares (approximately) or 719.77 acres (approximately) and all rights in or over such lands as described in Schedule are hereby acquired.

The Plan bearing number SECL/BSPGM/(PLG)LAND/374 dated the 28th January, 2010 of the area covered by this notification may be inspected at the office of the Collector, Korba, Chhattishgarh or at the office of the Coal Controller, 1 Council House Street, Kolkata -700001 or at the office of the South Eastern Coalfield Limited, Revenue Section, Seepat Road, Bilaspur-495006, Chhattishgarh;

SCHEDULE

Pondi Block 2nd Expansion, Gevra Area

District Korba, Chhattishgarh

(Plan number SECL/BSP/GM(PLG) LAND/374 dated the 28th January, 2010)

All Rights.

(A) Revenue Land

Sl No.	Name of village	Patwari halka number	Khewat number	Tahsil	District	Area in hectares	Remarks
1.	Bhathora	20	29	Dipka	Korba	39.992	Part
2.	Naraibodh	20	90	Dipka	Korba	201.091	Part

Total :—241.083 hectares (approximately) or 595.72 acres (approximately)

(B) Revenue Forest Land (CJJ and BJJ)

Sl No.	Name of village	Patwari halka number	Khewat number	Tahsil	District	Area in hectares	Remarks
1.	Naraibodh	20	90	Dipka	Korba	50.202	Part

Total :—50.202 hectares (approximately) or 124.05 acres (approximately)

**Grand Total (A+B) :—291.285 hectares (approximately)
or 719.77 acres (approximately)**

1. Plot Numbers to be acquired in village Bhathora (Part) :- 1, 2 (P), 3(P), 9(P), 11(P), 12 to 21, 22/1(P), 22/2(P), 23(P), 24(P), 25, 26(P), 27 (P), 29 (P), 30, 31, 32, 33(P), 34 (P), 40 (P), 116 (P), 259 (P), 260 (P), 261 (P), 262/1, 262/2, 262/3k, 262/3 kh, 262/4 to 262/11, 263/1 to 263/7, 264 to 267, 268/1 to 268/7, 268/8k, 268/8kh, 268/9, 269, 270/1 to 270/7, 271, 272(P), 276(P), 277(P), 289, 290/1, 290/2, 291 to 295, 296/1k, 296/1kh, 296/1G, 296/1Gh, 296/2, 297/1, 297/2, 298/1, 298/2, 299 to 303, 304/1, 304/2, 305(P), 349(P), 350(P), 351(P), 352(P), 353(P), 354(P), 359(P), 375(P), 378(P), 379 to 382, 383/1, 383/2, 384/1 to 384/3, 385/1, to 385/3, 386, 387, 388/1 to 388/4, 389/1 to 389/5, 390 to 392, 393(P), 394(P), 402(P), 403(P), 404(P), 406(P), 407(P), 408, 409/1 to 409/3, 410/1 to 410/3, 411, 412(P), 413(P), 414(P), 415, 416/1, 416/2, 417, 418/1, 418/2, 419, 420/1, 420/2, 421/1 to 421/3, 422/1, 422/2, 423 to 431, 432(P), 437(P), 438 (P), 443(P), 444(P), 445, 446/1, 446/2, 447/1 to 447/3, 448, 449/1, 449/2, 450, 451/1, 451/2, 452 to 457, 458/1, 458/2, 459, 460/1, 460/2, 461/1 to 461/3, 462 to 465, 466(P), 467(P), 468, 469(P), 470(P).

2. Plot Numbers to be acquired in village Naraibodh (Part) :- 1/1 to 1/25, 2/1 to 2/4, 3/1 to 3/6, 4/1 to 4/5, 5/1, 5/2, 6/1 to 6/5, 7/1 to 7/3, 8, 9/1 to 9/7, 10/1, 10/2, 10/3, 11/1 to 11/10, 12, 13/1(P), 13/2 to 13/14, 14/1, 15/1(P), 16/1 to 16/10, 17/1 to 17/7, 18/1, 18/2, 19/1, 19/2, 19/3, 20/1 to 20/4, 21, 22/1 to 22/12, 23/1, 23/2, 24/1, 24/2, 25/1 to 25/5, 26/1 to 26/4, 27, 28, 29/1, 29/2, 30, 31/1 to 31/11, 32/1 to 32/4, 32/5k, 32/5kh, 32/6, 33 to 38, 39/1, 39/2, 39/3, 40/1 to 40/4, 41/1 to 41/6, 42/1 to 42/5, 43/1 to 43/3, 44/1, 44/2, 45/1, 45/2, 46, 47/1, 47/2, 48 to 51, 52/1, 52/2, 53/1, 53/2, 54/1 to 54/5, 55/1, 55/2, 56/1, 56/2, 57 to 62, 63/1, 63/2, 64 to 71, 72/1, 72/2, 73/1, 73/2, 74, 75, 76, 77/1 to 77/4, 78/1 to 78/19, 79/1, 79/2, 80/1 to 80/4, 81/1, 81/2, 82/1, 82/2, 83 to 88, 89/1 to 89/5, 90, 91, 92/1, 92/2, 93, 94/1, 94/2, 94/3, 95/1, 95/2, 96, 97, 98/1, 98/2, 99/1, 99/2, 100/1 to 100/23, 101/1 to 101/5, 102/1, 102/2, 103/1, 103/2, 103/3, 104/1 to 104/6, 105/1 to 105/5, 106/1 to 106/5, 107/1, 107/2, 108/1, 108/2, 109/1 to 109/5, 110/1 to 110/6, 111/1 to 111/3, 112/1 to 112/4, 113, 114/1 to 114/12, 115, 116/1 to 116/10, 117/1 to 117/5, 118/1 to 118/6, 119/1, 119/2, 119/3, 120/1 to 120/8, 121/1, 121/2, 122/1 to 122/4, 123/1 to 123/7, 124/1k, 124/1kh, 124/1g, 124/1gh, 124/2k/1, 124/2k/2, 124/2k/3, 124/2kh/1, 124/2kh/2, 124/2kh/3, 124/2g/1, 124/2g/2, 124/2g/3, 124/2gh/1 to 124/2gh/7, 124/2anga/1 to 124/2anga/4, 125, 126, 127/1 to 127/17, 128/1 to 128/3, 129, 130/1, 130/2, 131/1 to 131/9, 132, 133/1 to 133/4, 134, 135/1 to 135/4, 136, 137/1 to 137/11, 138, 139/1, 139/2, 139/3, 140/1 to 140/9, 141, 142/1, 142/2, 143/1, 143/2, 143/3, 144/1 to 144/8, 145/1 to 145/6, 146, 147, 148/1 to 148/3, 149 to 153, 154/1, 154/2, 155/1, 155/2, 155/3, 156, 157/1, 157/2, 157/3, 158, 159, 160, 161/1, 161/2, 162/1, 162/2, 163, 164/1, 164/2, 165, 166, 167/1, 167/2, 168, 169/1, 169/2, 170/1, 170/2, 170/3, 171, 172, 173, 174/1, 174/2, 175, 176/1 to 176/5, 177, 178/1 to 178/4, 179, 180, 181/1, 181/2, 182 to 194, 195/1 to 195/7, 196/1, 196/2, 197/1 to 197/6, 198, 199/1 to 199/4, 200/1 to 200/4, 201/1 to 201/3, 202, 203, 204, 205/1 to 205/5, 206 to 211, 212/1 to 212/5, 213, 214/1, 214/2, 215, 216, 217/1, 217/2, 218/1, 218/2, 219/1 to 219/5, 220/1, 220/2, 220/3, 221/1 to 221/17, 222, 223/1, 223/2, 224/1, 224/2, 225, 226/1 to 226/18, 227/1, 227/2, 228 to 231, 232/1 to 232/5, 233, 234, 235/1, 235/2, 235/3, 236/1 to 236/7, 237/1 to 237/10, 238/1 to 238/4, 239/1 to 239/4, 240/1 to 240/8, 241/1, 241/2, 242/1 to 242/3, 243/1, 243/2, 243/3, 244/1, 244/2, 245/1, 245/2, 246/1 to 246/8, 247/1 to 247/7, 248, 249/1 to 249/5, 250, 251, 252/1, 252/2, 252/3, 253/1, 253/2, 254/1, 254/2, 255/1, 255/2, 255/3, 256/1, 256/2, 256/3, 257/1, 257/2, 258, 259, 260/1, 260/2, 261, 262/1, 262/2, 262/3, 263, 264, 265, 266/1, 266/2, 267, 268, 269/1, 269/2, 269/3, 270, 271/1, 271/2, 271/3, 272/1 to 272/4, 273/1, 273/2, 274, 275, 276/1, 276/2, 277, 278/1, 278/2, 279, 280, 281/1, 281/2, 282, 283/1, 283/2, 283/3, 284/1 to 284/4, 285, 286, 287/1 to 287/5, 288/1, 288/2, 289, 290/1, 290/2, 291/1, 291/2, 292/1 to 292/5, 293, 294/1, 294/2, 295/1 to 295/4, 296/1 to 296/11, 297/1 to 297/4, 298/1 to 298/5, 299/1, 299/2, 300/1, 300/2, 300/3, 301/1, 301/2, 301/3, 302 to 305, 306/1, 306/2, 307, 308/1, 308/2, 309/1 to 309/7, 310/1, 310/2, 311, 312/1 to 312/6, 313/1 to 313/7, 314/1 to 314/4, 315/1 to 315/7, 316, 317/1 to 317/6, 318, 319, 320, 321/1 to 321/7, 322, 323, 323/1 to 323/4, 324/1 to 324/9, 325/1 to 325/4, 326/1, 326/2, 326/3, 327/1, 327/2, 328, 329/1, 329/2, 330/1, 330/2, 330/3, 331 to 333, 334/1 to 334/5, 335/1, 335/2, 336, 337/1 to 337/5, 338/1 to 338/5, 339 to 342, 343/1, 343/2, 343/3, 344, 345/1, 345/2, 346/1, 346/2, 347/1, 347/2, 348 to 350, 351/1 to 351/7, 352/1, 352/2, 353/1 to 353/4, 354/1, 354/2, 355/1, 355/2, 356, 357/1 to 357/4, 358, 359, 360/1 to 360/4, 361/1, 361/2, 362 to 367, 368/1, 368/2, 369, 370/1 to 370/6, 371, 372/1, 372/2, 373, 374, 375, 376/1, 376/2, 376/3, 377, 378, 379, 380/1, 380/2, 381, 382/1 to 382/4, 383/1, 383/2, 384 to 388, 389/1, 389/2, 390, 391, 392, 393/1, 393/2, 393/3, 394, 395, 396/1 to 396/8, 397/1, 397/2, 398/1, 398/2, 399/1 to 399/5, 400/1, 400/2, 400/3, 401/1 to 401/11, 402/1, 402/2, 403, 404/1 to 404/4, 405, 406, 407, 408/1 to 408/5, 409/1, 409/2, 409/3, 410, 411/1, 411/2, 412/1, 412/2, 412/3, 413/1, 413/2, 414/1 to 414/13, 415/1 to 415/11, 416/1, 416/2, 417/1, 417/2, 418/1 to 418/18, 419/1 to 419/5, 420, 421, 422/1 to 422/3, 422/4k, 422/4kh, 422/5 to 422/41, 422/42k, 422/42kh, 422/43, 422/44, 423/1 to 423/5, 424, 425/1 to 425/10, 426/1 to 426/14, 427, 428, 429/1, 429/2, 429/3, 430/1 to 430/45, 431/1 to 431/5, 432/1, 432/2, 433/1, 433/2, 434/1 to 434/4, 435/1 to 435/7, 436/1 to 436/9, 437/1 to 437/3, 438/1 to 438/5, 439/1, 439/2k, 439/2kh, 439/3 to 439/5, 440/1 to 440/4, 441/1 to 441/4, 442/1, 442/2, 442/3, 443/1 to 443/6, 444/1 to 444/11, 445/1 to 445/5, 446/1 to 446/5, 447/1 to 447/5, 448/1, 448/2, 449/1 to 449/6, 450, 451/1, 451/2, 452, 453, 454/1, 454/2k, 454/2kh, 454/3, 454/4, 454/5k, 454/5kh, 454/5g, 455/1 to 455/4, 455/5k, 455/5kh, 455/6, 456/1, 456/2, 457/1 to 457/6, 458/1, 458/2, 458/3, 459/1 to 459/6, 460, 461/1 to 461/4, 462/1, 462/2, 462/3, 463/1, 463/2, 464/1, 464/2, 465, 466/1 to 466/12, 467/1, 467/2, 467/3, 468/1 to 468/4, 469/1 to 469/5, 470/1, 470/2, 471/1, 471/2, 471/3, 472/1 to 472/4, 473, 474/1 to 474/4, 475/1 to 475/8, 476, 477, 478, 479/1 to 479/6, 480/1, 480/2, 481, 482, 483/1 to 483/7, 484, 485/1, 485/2, 486, 487, 488/1, 488/2, 489/1 to 489/6, 490 to 497, 498/1 to 498/6, 499/1 to 499/4, 500/1 to 500/6, 501/1 to 501/4, 502/1 to 502/6, 503, 504/1 to 504/6, 505/1, 505/2, 506/1 to 506/5, 507/1, 507/2, 508/1, 508/2, 508/3, 509/1 to 509/5, 510/1 to 510/4, 511/1, 511/2, 512/1, 512/2, 513, 514/1 to 514/4, 515/1, 515/2, 515/3, 516/1 to 516/8, 517/1, 517/2, 517/3, 517/4k, 517/4kh, 517/4g, 518/1, 518/2, 519/1 to 519/5, 520, 521, 522/1 to 522/4, 523, 524, 525/1, 525/2, 526/1, 526/2, 527/1, 527/2, 528/1, 528/2, 529, 530, 531/1, 531/2, 531/3, 532, 533/1 to 533/7.

Boundary Description :

- A-B** Line starts from point 'A' and passes along common boundary of villages Mangaon—Naraibodh and meets at point 'B'.
- B-C-D** Line passes in village Naraibodh through plot number 3/1, point 'C' and meets at point 'D'.
- D-E-F** Line passes in village Naraibodh along eastern and southern boundary of plot number 13/3, northern boundary of plot number 13/6, point 'E' then through plot number 8/1K, 15 and meets at point 'F' on the common boundary of village Naraibodh—Mangaon.
- F-G-H** Line passes along partly common boundary of village Mangaon—Naraibodh, Gevra-Naraibodh, point 'G' and meets at point 'H'.
- H-I-J-K** Line passes along common boundary of villages Naraibodh—Gevra, Naraibodh—Padaripani, Naraibodh—Barbhatha, point 'I' and 'J' and meets at point 'K' on the common boundary of village Naraibodh—Barbhatha.
- K-L** Line passes in village Bhathora along southern boundary of plot number 470, through plot number 468, 467, 466, 444/3, 443/1, 438/2, 441, 438/1, southern boundary of plot number 432-437/2, through 353, 350-351-352 and meets at point 'L'.
- L-M** Line passes in village Bhathora along eastern boundary of plot number 347-348, through, 349, 354, 359, 406/2, 406/1, 407, 404, 403, 402, 413, 414 and meets at point 'M'.
- M-N** Line passes in village Bhathora through plot number 414, 394, 393, 378/1, 378/2, 375, 374, 289/1-305, 277/2, 276, 272, 297/7kh, 260/2, 261, 22/1, 23-24-25, 26, 27, 29, 33/2, 34/2, 9, 11, 2-5, 2-7 and meets at point 'N' on the common boundary of village Kosmanda—Bhathora.
- N-O-P** Line passes along the partly common boundary of villages Kosmanda—Bhathora, point 'O' and meets at point 'P'.
- P-A** Line passes along common boundary of villages Kosmanda—Naraibodh and meets at starting point 'A'.

[F.No. 43015/25/2008-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 4 जून, 2010

का.आ. 1490—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1938, तारीख 10 जुलाई, 2009, जो भारत के राजपत्र के भाग 2, खंड 3, उपखंड (ii), तारीख 18 जुलाई, 2009 में प्रकाशित उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका मापमान 6654.019 हेक्टर (लगभग) या 16442.08 एकड़ (लगभग) है, कोयला का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और, केन्द्रीय सरकार को यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विहित उक्त भूमि में कोयला अभिप्राप्त है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 935.461 हेक्टर (लगभग) या 2311.52 एकड़ (लगभग) माप वाली उक्त भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना देती है;

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एसईसीएल/सी.ए.पी.सी.एम. (पीएलजी)/भूमि/357 तारीख 14 सितम्बर, 2009 का निरीक्षण कलेक्टर, शहडोल और अनूपपुर (मध्य प्रदेश) के कार्यालय से या कोयला नियंत्रक, 1, कार्डिनल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, 100, अनुभाग 1 पोस्ट रोड, विलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :-

अर्जन की बाबत आपत्तियां :-

"8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा"।

स्पष्टीकरण :--

(1) "इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात्, जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए भेजेगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होगा, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।"

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, कार्डिसल हाउस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना सं. का.आ. 905, तारीख 20 मार्च, 1987 द्वारा जो भारत के राजपत्र, भाग-2, खंड-3, उपखंड (ii) में तारीख 4 अप्रैल, 1987 में प्रकाशित की गई है, सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

**बटुरा ब्लाक विस्तार, सोहागपुर क्षेत्र,
जिला-अनूपपुर और शहडोल (मध्य प्रदेश)**

(रेखांक संख्या-एसईसीएल/बीएसपी/जीएम (पीएलजी))/भूमि/357, तारीख 14 सितम्बर, 2009)

सभी अधिकार :-**(क) राजस्व भूमि :-**

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	बंदोबस्त संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	रामपुर	107	889	सोहागपुर	शहडोल	533.836	भाग
2.	बेलिया	107	722	सोहागपुर	शहडोल	191.039	भाग
3.	खांडा	30	184	अनूपपुर	अनूपपुर	131.274	भाग

कुल क्षेत्र :- 856.149 हेक्टर (लगभग) या 2115.54 एकड़ (लगभग)

(ख) वन भूमि :

क्रम सं.	वन कम्पार्टमेंट संख्या	रैंज	डिवीजन	क्षेत्रफल हेक्टर में	टिप्पणियां
1.	पी-174 II	केशवाही	दक्षिण शहडोल	79.312	भाग

कुल क्षेत्र :- 79.312 हेक्टर (लगभग) या 195.98 एकड़ (लगभग)

कुल योग (क + ख) :- 935.461 हेक्टर (लगभग)

या 2311.52 एकड़ (लगभग)

1. ग्राम रामपुर (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :- 1158(भाग), 1159 से 1164, 1181 से 1245, 1271 से 1276, 1277 (भाग), 1278 से 1285, 1300(भाग), 1301 से 1361, 1362(भाग), 1377 से 1447, 1450, 1465(भाग), 1466(भाग), 1467 से 1487, 1565 से 1568, 1570 से 1574, 1575(भाग), 1576 से 1886, 1886/1ख, 1887 से 1889 1890(भाग), 1891, 1892, 1892/2 से 1892/5, 1893 से 2211, 2213(भाग), 2214(भाग), 2215(भाग), 2216 से 2228, 2229(भाग), 2230(भाग), 2248(भाग), 2249, 2250, 2602(भाग), 2603(भाग), 2604(भाग), 2605, 2607 से 2671, 2684(भाग), 2685(भाग), 2689(भाग), 2690 से 2701, 2702(भाग), 2708(भाग), 2709(भाग), 2712(भाग), 2713, 2718(भाग), 2721 से 3244, 3245(भाग), 3246(भाग), 3247 से 3266, 3267(भाग), 3273(भाग), 3274 से 3278, 3279(भाग), 3280 से 3296, 3297(भाग), 3298(भाग), 3305, 3306, 3309 से 3320, 3322, 3323(भाग), 3324 से 3340, 3341(भाग), 3343.

2. ग्राम बेलिया (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :—21/1/2 (भाग), 21/4 (भाग), 21/7 (भाग), 21/10 (भाग), 51/1, 51/2 (भाग), 51/3, 51/4, 51/6, 52, 53/1, 53/2, 53/3ख, 53/4, 53/6 से 53/8, 55 (भाग), 55/4 (भाग), 56/1, 56/2, 57 से 63, 136 से 173, 174 (भाग), 175 से 178, 179 (भाग), 180 (भाग), 181, 188 (भाग), 191 (भाग), 195 (भाग), 195/7, 196 (भाग), 196/11, 196/13 (भाग), 197 (भाग), 209 (भाग), 211 (भाग), 212 (भाग), 213 (भाग), 242 (भाग), 243 से 253, 254 (भाग), 255 (भाग), 256, 257 (भाग), 258 (भाग), 259 से 325, 325/1, 325/7, 326 से 330, 331/1 से 331/4, 332/1 से 332/3, 333 से 340, 341/1 से 341/3, 342 से 349, 349/1, 350 से 354, 355 (भाग), 357 (भाग), 358 (भाग), 359 (भाग), 406 (भाग), 407 से 414, 415/1, 415/2, 416, 417/2 से 417/5, 418 से 484, 485 (भाग), 486 (भाग), 488 (भाग), 489 (भाग), 491, 492, 500, 501, 508, 511 से 517.

3. ग्राम खांडा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :—140 से 146, 148 से 153, 163 (भाग), 164 (भाग), 167 से 218, 219 (भाग), 220 (भाग), 223 (भाग), 225 (भाग), 234 (भाग), 235 (भाग), 236, 237 (भाग), 238 से 264, 265 (भाग), 266 से 294, 295 (भाग), 296 (भाग), 297, 298 (भाग), 299 से 301, 302 (भाग), 303 (भाग), 312 (भाग), 320 (भाग), 321 से 340, 341 (भाग), 342 से 344, 345 (भाग), 347 (भाग), 390 से 399, 400 (भाग), 401 (भाग), 402 (भाग), 403 (भाग), 471 (भाग), 1349, 1364.

सीमा वर्णन :—

- क-ख रेखा बिन्दु “क” से आरंभ होती है और ग्राम रामपुर—खांडा के भागतः सम्मिलित सीमा से होती हुई बिन्दु “ख” पर मिलती है।
- ख-ग रेखा ग्राम रामपुर के प्लॉट संख्या 1890, 1575 से होकर 1574, 1572, 1571, 1570, 1568, 1567, 1565, 1484, 1485, 1487, 1475 के दक्षिणी सीमा और 1466, 1465 से गुजरती हुई बिन्दु “ग” पर मिलती है।
- ग-घ रेखा ग्राम रामपुर के प्लॉट संख्या 1465, 1466 से होकर 1467, 1447, 1450, 1377 के पश्चिमी, 1362, 1369, 1158 से होकर 1159, 1160 के दक्षिणी सीमा, 1160, 1164, 1285 के पश्चिमी सीमा, 1277 के दक्षिणी सीमा, तथा 1277 से गुजरती है फिर 1273, 1271, 1245, 1181, 1182, 1183, 2209, 2211 के पश्चिमी सीमा, 2213, 2214, 2215 से होकर 2221, 2250, 2249 के पश्चिमी सीमा, 2248, 2229, 2230 से होकर 2228, 2721 के पश्चिमी सीमा, 2718 से होकर 2713 के पश्चिमी सीमा, 2712, 2709, 2708 से गुजरती है फिर 2785, 2786 के पश्चिमी सीमा, 2702, 2689, 2685, 2684 से होकर 2670, 2671 के पश्चिमी सीमा, 2604, 2603, 2602 से होकर 3322 के पश्चिमी सीमा, 3323 से होकर ग्राम बेलिया में प्रवेश करती है और प्लॉट संख्या 406, 359, 358, 357, 355, 21/1/2, 21/4, 21/7, 21/10 से होकर प्लॉट संख्या 51/2 के पश्चिमी सीमा से होती हुई बिन्दु “घ” पर मिलती है।
- घ-ङ रेखा ग्राम बेलिया के प्लॉट संख्या 51/2 से होकर 51/3, 51/4, 53/7, 53/6 के उत्तरी सीमा, 55, 55/4 से होकर 61, 62, 63, 136, 137, 138 के उत्तरी सीमा, 179, 180 से होकर 181, 173 के उत्तरी सीमा, 188, 191, 195/7, 195, 505, 195, 196/13, 196, 197, 258, 257, 255, 254, 211, 209, 213 से गुजरती हुई बिन्दु “ङ” पर मिलती है।
- ङ-च रेखा ग्राम बेलिया के प्लॉट संख्या 213, 212, 242, 489, 488, 485, 486 से होकर ग्राम रामपुर में प्रवेश करती है और प्लॉट संख्या 3245 से गुजरती हुई बिन्दु “च” पर मिलती है।
- च-छ-ज रेखा ग्राम रामपुर के प्लॉट संख्या 3245, 3246 और बिन्दु “छ” से होती हुई बिन्दु “ज” पर मिलती है।
- ज-झ रेखा ग्राम रामपुर के प्लॉट संख्या 3246, 3267, 3273, 3341, 3273, 3298, 3279, 3298 से होती हुई बिन्दु “झ” पर मिलती है।
- झ-ञ रेखा ग्राम रामपुर के प्लॉट संख्या 3297 से होती हुई बिन्दु “ञ” पर मिलती है।
- ञ-ट रेखा ग्राम खांडा—बेरिहा के भागतः सम्मिलित सीमा से होती हुई बिन्दु “ट” पर मिलती है।
- ट-क रेखा ग्राम खांडा के प्लॉट संख्या 401, 471, 402, 403 से होकर 403 के दक्षिणी सीमा, 395, 394 के पूर्वी सीमा, 394, 390 के दक्षिणी सीमा, 265, 303, 302, 298, 312, 296, 295, 320 से होकर 339, 340 के दक्षिणी सीमा, 341, 345, 347, 235, 234, 237, 225, 223, 220, 219 से होकर गुजरती है फिर 140, 143, 144, 145, 146, 152, 153, 167 के दक्षिणी सीमा और 164, 163, 251 से होती हुई आरंभिक बिन्दु “क” पर मिलती है।

[फा. सं. 43015/24/2008—पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1496.—Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 1938 dated the 10th July, 2009 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development)

Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3. Sub-section (ii) dated the 18th July, 2009, the Central Government gave notice of its intention to prospect for coal in 6654.019 hectares (approximately) or 16442.08 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to acquire the land measuring 935.461 hectares (approximately) or 2311.52 acres (approximately) (as All Rights in or over the said lands described in the Schedule appended hereto :

Note 1: The plan bearing number SECL/BSP/GM(PLG)/LAND/357 dated the 14th September, 2009 of the area covered by this notification may be inspected at the Office of the Collector, Shahdol and Anuppur (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Kolkata - 700 001 or at the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur, 495 006 (Chhattisgarh).

Note 2: Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows :

Objection to Acquisition :

"8(1) Any person interested in any land in respect of which a notification under Section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation,—

(1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3.—The Coal Controller, 1, Council House Street, Kolkata, 700 001, has been appointed by the Central Government as the competent authority under Section 3 of the said Act, vide notification number S.O. 905, dated the 20th March, 1987, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 4th April 1987.

SCHEDULE

Batura Extension Block, Sohagpur Area

District Anuppur and Shahdol (Madhya Pradesh)

[Plan bearing number SECL/BSP/GM(PLG)/LAND/357 dated the 14th September, 2009]

All Rights.

(A) Revenue Land :

Sl. No.	Name of Village	Patwari Halka Number	Bandobast Number	Tahsil	District	Area in Hectares	Remarks
1.	Rampur	107	889	Sohagpur	Shahdol	533.836	Part
2.	Beliya	107	722	Sohagpur	Shahdol	191.039	Part
3.	Khanda	30	184	Anuppur	Anuppur	131.274	Part

Total: 856.149 hectares (approximately) or 2115.54 acres (approximately).

(B) Forest Land :

Sl. No.	Forest Compartment No.	Range	Division	Area in Hectares	Remarks
1.	P-174 II	Keswahi	South Shahdol	79.312	Part
Total : 79.312 hectares (approximately) or 195.98 acres (approximately).					
Grand Total (A+B) : 935.461 hectares (approximately) or 2311.52 acres (approximately).					

1. Plot Numbers to be acquired in village Rampur (Part) :—1158(P), 1159 to 1164, 1181 to 1245, 1271 to 1276, 1277(P), 1278 to 1285, 1300(P), 1301 to 1361, 1362(P), 1377 to 1447, 1450, 1465(P), 1466(P), 1467 to 1487, 1565 to 1568, 1570 to 1574, 1575(P), 1576 to 1886, 1886/1kh, 1887 to 1889, 1890(P), 1891, 1892, 1892/2 to 1892/5, 193 to 2211, 1213(P), 2214(P), 2215(P), 2216 to 2228, 2229(P), 2230(P), 2248(P), 2249, 2250, 2602(P), 2603(P), 2604(P), 2605, 2607 to 2671, 2684(P), 2685(P), 2689(P), 2690 to 2701, 2702(P), 2708(P), 2709(P), 2712(P), 2713, 2718(P), 2721 to 3244, 3245(P), 3246(P), 3247 to 3266, 3267(P), 3273(P), 3274 to 3278, 3279(P), 3280 to 3296, 3297(P), 3298(P), 3305, 3306, 339 to 3320, 3322, 3323(P), 3324 to 3340, 3341 (P), 3343.

2. Plot Numbers to be acquired in village Beliya (Part) :—21/1/2(P), 21/4(P), 21/7(P), 21/10(P), 51/1, 51/2(P), 51/3, 51/4, 51/6, 52, 53/1, 53/2, 53/3kh, 53/4, 53/6 to 53/8, 55(P), 55/4(P), 56/1, 56/2, 57 to 63, 136 to 173, 174(P), 175 to 178, 179(P), 180(P), 181, 188(P), 191(P), 195(P), 195/7, 196(P), 196/11, 196/13(P), 197(P), 209(P), 211(P), 212(P), 213(P), 242(P), 243 to 253, 254(P), 255(P), 256, 257(P), 258(P), 259 to 325, 325/1, 325/7, 326 to 330, 331/1 to 331/4, 332/1 to 332/3, 333 to 340, 341/1 to 341/3,

3. Plot Numbers to be acquired in village Khanda (Part) :—140 to 146, 148 to 153, 163(P), 164(P), 167 to 218, 219(P), 220(P), 223(P), 225(P), 234(P), 235(P), 236, 237(P), 238 to 264, 265(P), 266 to 294, 295(P), 296(P), 297, 298(P), 299 to 301, 302(P), 303(P), 312(P), 320(P), 321 to 340, 341(P), 342 to 344, 345(P), 347(P), 390 to 399, 400(P), 401(P), 402(P), 403(P), 471(P), 1349, 1364.

Boundary Description :

- A-B Line starts from point 'A' and passes along partly common boundary of villages Rampur Khanda and meets
- B-C Line passes in village Rampur through plot number 1890, 1575, southern boundary of plot number 1574, 1572, 1571, 1570, 1568, 1567, 1565, 1484, 1485, 1487, 1475, through 1466, 1465 and meets at point 'C'.
- C-D Line passes in village Rampur through plot number 1465, 1466, western boundary of plot number 1467, 1447, 1450, 1377, through 1362, 1369, 1158, southern boundary of plot number 1159, 1160, western boundary of plot number 1160, 1164, 1285, southern boundary of plot number 1277, through 1277, western boundary of plot number 1273, 1271, 1245, 1181, 1182, 1183, 2209, 2211, through 2213, 2214, 2215, western boundary of plot number 2221, 2250, 2249, through 2248, 2229, 2230, western boundary of plot number 2228, 2721, through 2718, western boundary of plot number 2713, through 2712, 2709, 2708, western boundary of plot number 2785, 2786, through 2702, 2689, 2685, 2684, western boundary of plot number 2670, 2671, through 2604, 2603, 2602, western boundary of plot number 3322, through 3323 then enter and passes in village Beliya through plot number 406, 359, 358, 357, 355, 21/1/2, 21/4, 21/7, 21/10, western boundary of plot number 51/2 and meets at point 'D'.
- D-E Line passes in village Beliya through plot number 51/2, northern boundary of plot number 51/3, 51/4, 53/7, 53/6, through 55, 55/4, northern boundary of plot number 61, 62, 63, 136, 137, 138, through 179, 180, northern boundary of plot number 181, 173, through 188, 191, 195/7, 195, 505, 195, 196/13, 196, 197, 258, 257, 255, 254, 211, 209, 213 and meets at point 'E'.
- E-F Line passes in village Beliya through plot number 213, 212, 242, 489, 488, 485, 486 then enter and passes in village Rampur through plot number 3245 and meets at point 'F'.
- F-G-H Line passes in village Rampur through plot number 3245, 3246, point 'G' and meets at point 'H'.
- H-I Line passes in village Rampur through plot number 3246, 3267, 3273, 3341, 3273, 3298, 3279, 3298 and meets at point 'I'.
- I-J Line passes in village Rampur through plot number 3297 and meets at point 'J'.
- J-K Line passes along partly common boundary of villages Khanda - Bairiha and meets at point 'K'.
- K-A Line passes in village Khanda through plot number 401, 471, 402, 403, southern boundary of plot number 403, eastern boundary of plot number 395, 394, southern boundary of plot number 394, 390, through 265, 303, 302, 298, 312, 296, 295, 320, southern boundary of plot number 339, 340, through 341, 345, 347, 235, 234, 237, 225, 223, 220, 219, southern boundary of plot number 140, 143, 144, 145, 146, 152, 153, 167, through 164, 163, 251 and meets at starting point 'A'.

[F. No. 43015/24/2008-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 4 जून, 2010

का. आ. 1491.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2413 तारीख 28 अगस्त, 2009 जो भारत के राजपत्र भाग-II, खंड-3, उप-खण्ड (ii) तारीख 5 दिसम्बर, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका मापमान 29.287 हेक्टर (लगभग) या 72.37 एकड़ (लगभग) है या उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार को पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 29.287 हेक्टर (लगभग) या 72.37 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिएं;

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में वर्णित 29.287 हेक्टर (लगभग) या 72.37 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम/पीएलजी/भूमि/370, तारीख 5 जनवरी, 2010 का निरीक्षण कलेक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कार्जसिल हाऊस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

बिजारी ओ.सी.एम. का विस्तार, रायगढ़ क्षेत्र

जिला-रायगढ़ (छत्तीसगढ़)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/370, तारीख 5 जनवरी, 2010]

सभी अधिकार :—

(क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	बंदोबस्त नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	रूमकेरा	26	275	घड़घोड़ा	रायगढ़	29.287	भाग

कुल क्षेत्र : 29.287 हेक्टर (लगभग) या 72.37 एकड़ (लगभग)

1. ग्राम रूमकेरा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :

24/1, 26 से 32, 33/1 से 33/4, 34 से 37, 88(भाग), 120/1(भाग), 125, 126, 127.

सीमा वर्णन :

क-ख : रेखा बिन्दु 'क' से आरंभ होती है और ग्राम रूमकेरा-बिजारी के सम्मिलित सीमा से गुजरती हुई बिन्दु 'ख' पर मिलती है।

ख-ग : रेखा ग्राम रूमकेरा-पोरडा के भागतः सम्मिलित सीमा से गुजरती हुई बिन्दु 'ग' पर मिलती है।

ग-घ : रेखा ग्राम रूमकेरा के प्लॉट संख्या 127, के दक्षिणी सीमा और 120/1 से होकर प्लॉट संख्या 126, 125 के दक्षिणी सीमा तथा प्लॉट संख्या 88 से गुजरती है उसके बाद प्लॉट संख्या 37, 34, 33/2, 33/3, 33/4, 26, 24/1, 26 के दक्षिणी सीमा से होती हुई बिन्दु 'घ' पर मिलती है।

घ-क : रेखा ग्राम रूमकेरा-बिजारी के भागतः सम्मिलित सीमा से गुजरती हुई आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/5/2007-पी आर आई डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1491.— Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 2413 dated the 28th August, 2009, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part - II, Section 3, Sub-section (ii) dated the 5th September, 2009 the Central Government gave notice of its intention to acquire 29.287 hectares (approximately) or 72.37 acres (approximately) lands as all rights in or over such lands specified in the Schedule appended to that notification;

And whereas, the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the lands measuring 29.287 hectares (approximately) or 72.37 acres (approximately) as all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby declares that the land measuring 29.287 hectares (approximately) or. 72.37 acres (approximately) as all rights in or over such lands as described in the Schedule are hereby acquired.

The Plan bearing number SECL/BSP/GM/(PLG)/LAND/ 370 dated the 5th January, 2010 of the area covered by this notification may be inspected at the office of the Collector, Raigarh (Chhattishgarh) or at the office of the Coal Controller, 1, Council House Street, Kolkata -700001 or at the office of the South Eastern Coalfield Limited (Revenue Section) Seepat Road, Bilaspur-495006 (Chhattisgarh).

SCHEDULE

Extension of Bijari OCM, Raigarh Area District Raigarh Chhattisgarh)

(Plan bearing number SECL/ BSP/ GM(PLG)/ LAND/ 370 dated the 5th January, 2010)

All Rights :

REVENUE LAND

Sl. Number	Name of village	Patwari halka Number	Settlement Number	Tahsil	District	Area in hectares	Remarks
1	Rumkera	26	275	Garghoda	Raigarh	29.287	Part

Total :- 29.287 hectares (approximately) or 72.37 acres (approximately)

1. Plot numbers to be acquired in village Rumkera (Part) :

24/1, 26 to 32, 33/1 to 33/4, 34 to 37, 88(P), 120/1(P), 125, 126, 127.

Boundary Description :

A-B	Line starts from point "A" and passes along the common boundary of villages Rumkera - Bijari and meets at point "B".
B-C	Line passes along partly common boundary of villages Rumkera - Porda and meets at point "C".
C-D	Line passes in village Rumkera along southern boundary of plot number 127, through 120/1, southern boundary of 126, 125, through 88, southern boundary of 37, 34, 33/2, 33/3, 33/4, 26, 24/1, 26 and meets at point "D".
D-A	Line passes along the partly common boundary of villages Rumkera - Bijari and meets at starting point "A".

[No. 43015/5/2007-PRIW-I]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 8 जून, 2010

का.आ. 1492.—पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 17 के अधीन बनाए गए पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) नियम 1963 के स्पष्टीकरण के अधीन नियम 4 के परंतुक के अनुसरण में श्री के. एन. कशिवले, सक्षम प्राधिकारी, गेल (इंडिया) लि. महाराष्ट्र राज्य, गैस पाईप लाईन जिसे, यथास्थिति उस क्षेत्र में भूमि उपयोग का अधिकार विहित किया गया है या क्षेत्र में पाईप लाईन स्वामित्व प्रदान किया गया है। के परामर्श से इससे संलग्न अनुसूची के स्तम्भ 8 में यथा वर्णित तलासरी, जि. ठाणे से पनवेल, जि. रायगढ़ तक डी.यू.पी.एल. गैस पाईप लाईन बिछाने के कार्य की समाप्ति की तारीख की घोषणा करता हूँ।

अनुसूची

क्रम संख्या	गांव का नाम	तालुका	धारा 3(1) के अधीन अधिसूचना (के)		धारा 6(1) के अधीन अधिसूचना (के)		कार्य की समाप्ति की तारीख
			राजपत्र में प्रकाशन की तारीख	का.आ. सरकार और तारीख	राजपत्र में प्रकाशन की तारीख	का.आ. सरकार और तारीख	
1	2	3	4	5	6	7	8
1.	बोरले	पनवेल	15-06-04	692(अ), 14-06-2004	10-12-2005	4637, 29-11-2005	22-02-2008
2.	सनगडे	पनवेल	15-06-04	692(अ), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005 29-11-2005	22-02-2008
3.	अजिवली	पनवेल	15-06-04	692(अ), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005 29-11-2005	22-02-2008
4.	शेदुंग	पनवेल	15-06-04	692(अ), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005 29-11-2005	22-02-2008
5.	भिनगर	पनवेल	15-06-04	692(अ), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005 29-11-2005	22-02-2008
6.	भिनगर वाडी	पनवेल	15-06-04	692(अ), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005 29-11-2005	22-02-2008
7.	मोहोपी	पनवेल	15-06-04	692(अ), 14-06-2004	10-12-2005	4637, 29-11-2005	22-02-2008
8.	पोयंजे	पनवेल	15-06-04	692(अ),	13-08-2005	2847, 4637, 09-08-2005	22-02-2008
9.	बर्वे	पनवेल	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
10.	भोकर पाडा	पनवेल	15-06-04	692(अ), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005 29-11-2005	22-02-2008
1.	तलीगांव	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008

1	2	3	4	5	6	7	8
2.	रैस	खालापुर	15-06-04	692(अ), 14-06-2004	10-12-2005	4637, 29-11-2005	22-02-2008
3.	लोधी वली	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
4.	तेम्भरि	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
5.	सारंग	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
6.	असरोति	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
7.	धरनि	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, 09-08-2005 और 4637 29-11-2005	22-02-2008
8.	निग्डोलि	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
9.	नडोरे	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, 09-08-2005 और 4637 29-11-2005	22-02-2008
10.	निम्बोडे	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, 09-08-2005 और 4637 29-11-2005	22-02-2008
11.	वनवे	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, 09-08-2005 और 4637 29-11-2005	22-02-2008
12.	धमनि	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, दिनांक 09-08-2005	22-02-2008
13.	सत्रोली	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
14.	धैवलि	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, 09-08-2005 और 4637 29-11-2005	22-02-2008
15.	देवनहवे	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, 09-08-2005 और 4637 29-11-2005	22-02-2008

1	2	3	4	5	6	7	8
16.	वट्टल्	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
17.	संगाडे वाडी	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
18.	खानव	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
19.	खम्बे वाडी	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
20.	उम्बरे	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, 09-08-2005 और 4637 29-11-2005	22-02-2008
21.	करगाव्	खालापुर	8-10-05	3563, 29-09-2005	9-10-2006	1736(अ) 09-10-2006	22-02-2008
22.	दुशेंत्	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
23.	तुस्कै	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
24.	कुम्भि वली	खालापुर	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
1.	घोटेवाडे	सुधागढ	15-06-04 और 06-05-06	692(अ), और 1735(अ), 14-06-2004 और 03-05-06	13-08-2005 और 10-12-2005 और 06-05-2006	2847, और 1735 और 4637, 09-08-2005 और 29-11-2005 और 03-05-2006	22-02-2008
2.	करचुंडे	सुधागढ	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
3.	जाम्भुल पाडा	सुधागढ	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
4.	हरनोलि	सुधागढ	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, और 4637 09-08-2005 29-11-2005	22-02-2008
5.	कासर वाडी	सुधागढ	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, और 4637 09-08-2005 और 29-11-2005	22-02-2008
6.	नावघर	सुधागढ	15-06-04 और 06-05-06	692(अ), और 1735(अ), 14-06-2004 और 03-05-2006	13-08-2005	2847, 09-08-2005	22-02-2008

1	2	3	4	5	6	7	8
7.	कोडगाव	सुधागढ़	08-10-05	3563, 29-07-05	09-10-2006	1736(अ), 09-10-06	22-02-2008
8.	नदसुर	सुधागढ़	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
9.	कन्दसै	सुधागढ़	08-10-05	3563, 29-07-2005	09-10-2006	1736(अ), 09-10-2006	22-02-2008
10.	अदुल्ले	सुधागढ़	15-06-04	692(अ), 14-06-2004	13-08-2005 और 10-12-2005	2847, और 4637 09-08-2005 और 29-11-2005	22-02-2008
11.	भर्जे	सुधागढ़	15-06-04	692(अ), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
12.	गोनदले	सुधागढ़	15-06-04	692(अ), 14-06-2004	27-05-2006	2062, 18-05-2006	22-02-2008
13.	नन्द गांव	सुधागढ़	15-06-04	692(अ), 14-06-2004	27-05-2006	2062, 18-05-2006	22-02-2008

1	2	3	4	5	6	7	8
1.	चिंचावली	रोहा	15-06-04	692(अ), 14-06-2004	27-05-06	20-05-06	22-2-2008
2.	बाल्हे	रोहा	15-06-04	692(अ) 14-06-2004	27-05-06 और 16-09-2006	2063 और 3705 20-05-2006 और 11-09-2006	22-02-2008
3.	येरल	रोहा	15-06-04	692(अ) 14-06-2004	27-05-06 और 16-09-06 09-10-06	2063 और 3705 और 1736 (अ) 20-05-06 और 11-09-06, 09-10-06	22-02-2008
4.	धगद वाडी	रोहा	15-06-04	692(अ), 14-06-2004	27-05-06	2063 20-05-06	22-02-2008
5.	दुर्तले	रोहा	15-06-04	692(अ), 14-06-2004	27-05-06	2063 20-05-06	22-2-2008
6.	जामगांव	रोहा	15-06-04	692(अ), 14-06-2004	27-05-06	2063 20-05-06	22-2-2008
7.	पाथेर्शेत	रोहा	15-06-04	692(अ), 14-06-2004	27-05-06	2063 20-05-06	22-2-2008
8.	पाहुर	रोहा	15-06-04	692(अ), 14-06-2004	27-05-06	2063 20-05-06	22-2-2008

1	2	3	4	5	6	7	8
1. जावाते	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-06 और 27-05-06	2062 और 2063, 18-05-2006 और 20-05-06		22-2-2008
2. भाले	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-06 09-10-2006, 16-09-2006	2063 1736(अ), 3705, 20-05-06,		22-2-2008
3. निजाम पुर	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006, 09-10-2006 16-09-2006	2062, 2063 1736, 3705 18-05-2006 20-05-2006, 09-10-2006 11-09-2006		22-2-2008
4. कोस्ते बुद्रुक् गांव मनगांव		15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006, 09-10-2006 16-09-2006	2062, 2063 1736, 3705 18-05-2006 20-05-2006, 09-10-2006 11-09-2006		22-2-2008
5. कोस्ते खुर्द	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006, 16-09-2006	2062 और 2063, 3705, 18-05-2006, 20-05-2006, 11-09-2006		22-2-2008
6. सालवे	मनगांव	15-06-04 और 06-05-06	692(अ) और 1734 (अ), 14-06-2004 और 03-05-06	27-05-2006 27-05-2006 16-09-2006,	2062 और 2063, 3705, 18-05-2006, 20-05-2006, 11-09-2006		22-02-2008
7. पांसोए	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006 16-09-2006,	2062 और 2063, 3705, 18-05-2006, 20-05-2006, 11-09-2006		22-02-2008
8. गंगावाली	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006 16-09-2006,	2062 और 2063, 3705, 18-05-2006, 20-05-2006, 11-09-2006		22-02-2008
9. होडगांव	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006 16-09-2006,	2062 और 2063, 3705, 18-05-2006, 20-05-2006, 11-09-2006		22-02-2008

1	2	3	4	5	6	7	8
10.	मुगावली	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 09-10-2006 16-09-2006,	2062 1736(अ), 3705 18-05-2006, 09-10-2006, 11-09-2006.	22-02-2008
11.	हटकेली	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006	2062, 18-05-2006,	22-02-2008
12.	तालेगांव	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006 09-10-2006 16-09-2006,	2062,2063 1736E,3705, 18-05-2006, 20-05-2006, 09-10-2006, 11-09-2006.	22-02-2008
13.	रेपोलि	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006 16-09-2006,	2062 और 2063 और 18-05-2006, 20-05-2006, 11-09-2006	22-02-2008
14.	उसारघर	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 और 27-05-2006	2062 और 2063, 18-05-2006, और 20-05-2006	22-02-2008
15.	लोनेरे	मनगांव	15-06-04 और 06-05-06	1734(अ), 03-05-06	16-09-2006	3705, 11-09-2006	22-02-2008
16.	खंडूपाले	मनगांव	15-06-04	692(अ),	27-05-2006 27-05-2006 16-09-2006,	2062 और 2063,3705, 20-05-2006, 11-09-2006	22-02-2008
17.	तेम्पाले	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 और 27-05-2006	2062 और 2063, 18-05-2006 और 20-05-2006	22-02-2008
18.	लखपाले	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006, 27-05-2006, 09-10-2006,	2062,2063 1736(अ), 18-05-2006, 20-05-2006 09-10-2006	22-02-2008
19.	वदपाले	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006 16-09-2006,	2062 और 2063,3705, 18-05-2006, 20-05-2006, 11-09-2006	22-02-2008

1	2	3	4	5	6	7	8
20.	देवाली	मनगांव	15-06-04	692(अ), 14-06-2004	27-05-2006 16-09-2006,	2063 और 3705, 20-05-2006, 11-09-2006	22-02-2008
1.	तोल्ल बुदुक	महड	15-06-04	692(अ), 14-06-2004	27-05-2006 27-05-2006 09-10-2006, 16-09-2006	2062,2063, 1736,3705, 18-05-2006, 20-05-2006, 09-10-2006 11-09-2006	22-02-2008
2.	सापे	महड	15-06-04	692(अ), 14-06-2004	27-05-2006 09-10-2006, 16-09-2006	2062,1736, 3705, 18-05-2006, 09-10-2006 11-09-2006	23-11-2008
3.	जुइ बुदुक	महड	15-06-04	692(अ), 14-06-2004	27-05-2006	2062, 18-05-2006	23-11-2008
4.	रोहन	महड	15-06-04	692(अ), 14-06-2004	27-05-2006 09-10-2006, 16-09-2006	2062,1736, 3705, 18-05-2006, 09-10-2006 11-09-2006	23-11-2008
5.	वलंगू	महड	15-06-04	692(अ), 14-06-2004	27-05-2006	2062, 18-05-2006	23-11-2008
6.	खैरे	महड	15-06-04	692(अ), 14-06-2004	27-05-2006 09-10-2006, 16-09-2006	2062,1736, 3705, 18-05-2006, 09-10-2006 11-09-2006	23-11-2008
7.	अधिसते	महड	15-06-04	692(अ), 14-06-2004	27-05-2006 09-10-2006, 16-09-2006	2062, 1736, 3705, 18-05-2006, 09-10-2006 11-09-2006	23-11-2008
1	2	3	4	5	6	7	8
2.	टेडि	मनदंगद	15-06-04	693(अ), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062, 2063, 3704, 18-05-2006, 20-05-2006 11-09-2006	23-11-2008
3.	सादे	मनदंगद	15-06-04	693(अ), 14-06-2004	27-05-2006, 16-09-2006	2063, 3704, 20-05-2006 11-09-2006,	23-11-2008

1	2	3	4	5	6	7	8
4.	तलेघर	मनदंगढ़	15-06-04	693(अ), 14-06-2004	27-05-2006, 16-09-2006.	2063, 3704 20-05-2006, 11-09-2006.	23-11-2008
5.	तिदी	मनदंगढ़	15-06-04	693(अ), 14-06-2004	16-09-2006, 11-10-2006.	3704, 1744E 11-09-2006, 11-10-2006.	23-11-2008
6.	वलोते	मनदंगढ़	15-06-04	693(अ), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006, 11-10-2006	2062, 2063, 3704, 1744 (अ), 18-05-2006, 20-05-2006, 11-09-2006, 11-10-2006.	23-11-2008
7.	विन्हे	मनदंगढ़	15-06-04	693(अ), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062, 2063, 3704, 18-05-2006, 20-05-2006, 11-09-2006.	23-11-2008
1.	सोबेलि	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 27-05-2006, 16-09-2006, 11-10-2006	2062, 2063, 3704, 1744 (अ), 18-05-2006, 20-05-2006 11-09-2006 11-10-2006	23-11-2008
2.	विसापुर	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 27-05-2006, 16-09-2006, 11-10-2006.	2062, 2063, 3704, 1744 (अ), 18-05-2006, 20-05-2006, 11-09-2006, 11-10-2006.	23-11-2008
3.	चिंचलि	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 16-09-2006.	2063, 3704, 20-05-2006, 11-09-2006.	23-11-2008
4.	श्रिखल्	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 27-05-2006, 16-09-2006.	3704, 18-05-2006, 20-05-2006, 11-9-2006.	23-11-2008
5.	हतिप्	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 27-05-2006, 16-09-2006.	2062, 2063, 3704, 18-05-2006, 20-05-2006, 11-09-2006.	23-11-2008

1	2	3	4	5	6	7	8
6.	गनपति पुले	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 16-09-2006.	2063, 3704, 20-05-2006, 11-09-2006.	23-11-2008
7.	मतवान्	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 16-09-2006.	2063, 3704, 20-05-2006, 11-09-2006.	23-11-2008
8.	नावानगर	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 27-05-2006, 16-09-2006.	2062, 2063, 3704, 18-05-2006, 20-05-2006, 11-09-2006.	23-11-2008
9.	बोंडीवली	दपोलि	06-05-2006	1734,) 03-05-2006.	16-09-2006.	3704, 11-09-2006.	23-11-2008
10.	करनजानी	दपोलि	15-06-2004	693 (अ), 14-06-2004.	27-05-2006, 11-10-2006.	2063, 1744 (अ), 20-05-2006, 11-10-2006.	23-11-2008
11.	खेरडि	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 27-05-2006, 16-09-2006.	2062, 2063, 3704, 18-05-2006, 20-05-2006.	23-11-2008
12.	डपोलि	दपोलि	15-06-2004	693 (अ), 14-06-2004.	27-05-2006, 11-10-2006.	2063, 1744 (अ), 20-05-2006, 11-10-2006.	23-11-2008
13.	तालसुर	दपोलि	06-05-2006	1734, 03-05-2006.	16-09-2006.	3704, 11-09-2006.	23-11-2008
14.	बराहमनवाडी	दपोलि	15-06-2004 28-04-2007	693 (अ), 683 (अ), 14-06-2004, 27-04-2007.	27-05-2006.	2063, 18-05-2006.	23-11-2008
15.	जल गांव	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 27-05-2006.	2062, 2063, 18-05-2006, 20-05-2006.	23-11-2008
16.	वालने	दपोलि	15-06-04	693(अ), 14-06-2004.	11-10-2006.	1744(अ), 11-10-2006.	23-11-2008
17.	उमबाले	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 27-05-2006, 16-09-2006.	2062, 2063, 3704, 18-05-2006, 20-05-2006, 11-9-2006.	23-11-2008
18.	नंटे	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006,	2063, 20-05-2006.	23-11-2008

1	2	3	4	5	6	7	8
19. माले	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 2062, 2063, 27-05-2006, 3704, 16-09-2006 1744 (अ), 11-10-2006 18-05-2006, 20-05-2006, 11-09-2006, 11-10-2006			23-11-2008
20. वनोशि	दपोलि	06-05-2006	1734, 03-05-2006,	16-09-2006	3704, 11-09-2006.		23-11-2008
21. दभोल्	दपोलि	15-06-04	693(अ), 14-06-2004.	27-05-2006, 2062, 2063, 16-09-2006 18-05-2006, 20-05-2006 11-09-2006			23-11-2008

1. असि बुडरूक	विकरमगढ़	696 और 740E और 2-3-2002 और 441 और 26-06-2004, 691 (अ) और 04-02-06, 1353 15-06-04 11-02-2002 08-04-06 25-06-04, 27-01-06, 14-06-04, 29-03-06	1048 और 3710 और 18-03-06 और 1354, 08-03-06 16-09-06 और और 13-09-06 और 08-04-06 29-03-06	23-06-2007
2. चिंच्वर्	विकरमगढ़	696 और 740E और 2-3-2002 और 1415 (अ) 26-06-2004, और 441 27-12-2004 11-02-2002, 04-02-06 25-06-04, 24-12-04, 27-01-06,	1048, 861 (अ) 18-03-06 और 08-03-06 और 29-07-04 29-07-04	23-06-2007
3. कुर्जे	विकरमगढ़	696 और 740(अ) और 2-3-2002 858/(अ) और 26-06-2004, 1415 (अ), 29-07-2004 691(अ), 27-12-2004 दिनांक 15-06-2004 11-02-2002 25-06-04 29-07-04 24-12-2004 14-06-2004	1048 और 3710 और 18-03-06 और 1354 08-03-06 16-09-06 और और 13-09-06 और 08-04-06 29-03-06	23-06-2007

1	2	3	4	5	6	7	8
4. अम्बीवली	विकरमगढ़			696 और 1415 (अ) 11-02-2002			
		02-03-2002	और			861(अ) 29-07-2004	
		27-12-2004,	24-12-2004		29-07-2004		23-06-2007
5. डोलरि बुडरूक	विकरमगढ़			740 (अ) और 691(अ),			
		02-03-2002		11-02-2002		1354 29-03-2006	
		और		25-06-2004,	08-04-06		23-06-2007
		26-06-04		14-06-2004			
		15-06-2004					
1. बोर्मल्	तालासरि	02-03-2002,	696,441			1048 और	
		04-02-06	11-02-02,			1354 और	
			27-01-06		18-03-06 और	861 (अ)	
					08-04-06 और	08-03-06 और	23-06-2007
					29-07-04	29-03-06 और	
						29-07-06	
2. कोचै	तालासरि	02-03-2002,	696,		18-03-06	1048,861(अ)	
			11-02-02,		29-07-04	08-03-06	23-06-2007
						29-07-04	
3. अनविर्	तालासरि	02-03-2002,	696,441		08-04-06	861(अ),1354,	
		04-02-06	1415 (अ),		29-07-04	29-07-04	23-06-2007
		27-12-04	11-02-2002			29-03-06	
			27-01-06				
			24-12-04				
4. सवरोलि	तालासरि	02-03-2002,	696,		29-07-04	861(अ)	
			11-02-2002			29-07-04	23-06-2007
5. सुत्राकर्	तालासरि	02-03-2002,	696,441		08-04-06	1354,861(अ),	
		04-02-06	1415 (अ),		29-07-04	29-03-06	23-06-2007
		27-12-04	11-02-2002			29-07-04	
			27-01-06				
			24-12-04				
6. पातिलपाडा	तालासरि	02-03-2002,	696,			861(अ)	
			11-02-02,		29-07-04	29-07-04	23-06-2007
7. ठाकुरपाडा	तालासरि	02-03-2002,	696,			861(अ)	
			11-02-02,		29-07-04	29-07-04	23-06-2007
8. कुर्जे	तालासरि	02-03-2002,	696,		29-07-04	861(अ)	23-06-2007

1	2	3	4	5	6	7	8
09	बादवाल्	तालासरि	02-03-2002	696, 11-02-2002	29-07-2004	861/अ) 29-07-2004	23-06-2007
1.	डपचेरि	दाहनु	02-03-2002, 27-12-04	696,1415(अ), 11-02-2002, 24-12-04	22-11-2003, 08-04-06	3242, 1354 06-11-2003, 29-03-06	23-06-2007
2.	हलाडपाडा	दाहनु	02-03-2002 और 15-06-04, 27-12-04	696,694(अ), 1415(अ) 11-02-2002 और 14-06-2004 24-12-2004	22-11-2003, 08-04-06, 18-03-06,	3242, 1354 1048 06-11-2003 29-03-06, 08-03-06	23-06-2007
3.	बनधन	दाहनु	15-06-2004	694(अ), 14-06-2004	18-3-2006	1048 08-03-2006	23-06-2007
4.	तोरानि	दाहनु	15-06-2004	694(अ), 14-06-2004	18-3-2006	1048 08-03-2006	23-06-2007
5.	अम्बोलि	दाहनु	02-03-2002, 27-12-04, 04-02-06	696,1415(अ), 441, 11-02-2002 24-12-04 27-01-06	22-11-2003	3242 06-11-2003	23-06-2007
6.	धानिवारि	दाहनु	02-03-2002 27-12-04	696, 1415(अ), 11-02-2002 24-12-04	22-11-2003 08-04-2006	3242, 1354 06-11-2003 29-03-2006	23-06-2007
7.	देरु	दाहनु	02-03-2002, 4-2-2006, 8-04-2006	696, 441, 1353 11-02-2002, 27-1-2006 29-03-2006,	22-11-2003	3242 06-11-2003	23-06-2007
8.	ओसार्विरा	दाहनु	02-03-2002, 4-2-2006	696, 441 11-02-2002, 27-1-2006	22-11-2003	3242 06-11-2003	23-06-2007
9.	खानिष्	दाहनु	02-03-2002 और 15-06-2004	696, 694 11-02-2002 और 14-06-04	18-3-2006 और 08-04-2006 और 22-11-03	1048 और 1354 और 3242 08-03-2006 और 29-03-2006 और 06-11-03	23-06-2007
10ण	वाघडि	दाहनु	02-03-2002 और 25-12-04 4-2-2006,	696 और 1415(अ)और 441, 1353,	22-11-2003, और 08-04-06, 29-7-2004	3242 और 1354, 861E 06-11-2003	23-06-2007

1	2	3	4	5	6	7	8
			और -4-2006	11-02-2002 और 24-12-04 और 27-1-2006, 29-03-2006		और 29-03-2006, 29-7-2004	
11. घनेडे	दाहनु	26-06-2004		740 (अ) 25-06-2004	18-03-2006,	1048 08-03-06,	23-06-2007
12. वेति	दाहनु	02-03-2002, 27-12-2004		696, 1415(अ) 11-02-2002, 24-12-04,	29-7-2004.	861 (अ) दिनांक 29-7-2004	23-06-2007
13. मुर्बाद	दाहनु	02-03-2002, 27-12-2004, 4-2-2006,		696, 1415(अ), 441, 11-02-2002, 24-12-04, 27-1-2006	29-7-2004 और 08-04-06.	861(अ)और 1354 29-7-2004 और 29-03-2006.	23-06-2007
14. पिम्प्लेशेत बुडरुक	दाहनु	02-03-2002 27-12-2004		696, 1415(अ) 11-02-2002, 24-12-04	29-7-2004.	861 (अ) दिनांक 29-7-2004	23-06-2007

1. सुपोंडे	वाडा	02-03-2002, 27-12-2004		696और 1415(अ) 11-02-2002, 24-12-04	29-7-2004.	861 (अ)और 29-7-2004	23-06-2007
2. कमलखंड	वाडा	02-03-02 और 27-12-04 4-2-06,		696 और 1415(अ)और 441, 11-02-2002 24-12-04 27-1-2006	08-04-06 29-07-04	1354,861(अ) 29-03-2006, 29-7-2004	23-06-2007
3. कंचड	वाडा	02-03-2002		696 दिनांक 11-02-2002		861 (अ) 29-7-2004	23-06-2007
4. वावीघर	वाडा	02-03-2002		696 दिनांक 11-02-2002	29-7-2004	861 (अ) 29-7-2004	23-06-2007
5. मांडे	वाडा	02-03-2002		696 दिनांक 11-02-2002	29-7-2004	861 (अ) 29-7-2004	23-06-2007
6. भोपिवलि	वाडा	02-03-2002, 27-12-04, 04-2-06		696, 1415(अ), 441 11-02-2002, 24-12-04 27-1-2006,	29-7-2004	861 (अ) 29-7-2004	23-06-2007

1	2	3	4	5	6	7	8
7.	खानिबलि	वाडा	02-03-2002 15-06-2004 7-7-2007	696, 694 (अ) 1931 11-02-2002 14-06-2004 4-7-2007	29-7-2004 18-03-06	861/(अ), 1048 29-7-2004 8-03-06	23-06-2007
8.	अम्भिस्तेखुर्द	वाडा	02-03-2002 27-12-2004	696, 1415 (अ) 11-02-2002 24-12-2004	29-7-2004 08-04-06	861/(अ), 1354 29-7-2004 29-03-06	23-06-2007
9.	अम्भिस्ते बुडरुक्	वाडा	02-03-2002 27-12-2004	696, 1415 (अ) 11-02-2002 24-12-2004	29-7-2004 08-04-06	861/(अ), 1354 29-7-2004 29-03-06	23-06-2007
10.	खानिबलि	वाडा	02-03-2002 और 27-12-04 और 4-2-06,	696 और 1415 और 441 11-02-2002 और 24-12-2004 और 27-1-2006	29-7-2004 और 08-04-06	861/(अ) और 1354 29-7-2004 29-3-2006	23-06-2007
11.	बिलाशि	वाडा	02-03-2002 और 27-12-04 और 4-2-06, 8-4-2006,	696 और 1415 (अ) और 441, 1353 11-02-2002 और 24-12-2004 और 27-1-2006 29-3-2006	29-7-2004 और 08-04-06	861/(अ) और 1354 29-7-2004 29-3-2006	23-06-2007
12.	बुधाबलि	वाडा	02-03-2002 और 27-12-04 और 4-2-06,	696 और 1415 (अ) और 441, 11-02-2002 और 24-12-2004 और 27-1-2006	29-7-2004 और 08-04-06	861/(अ) और 1354 29-7-2004 और 29-3-2006	23-06-2007
13.	बिलाबलि	वाडा	02-03-2002 और 27-12-04 4-2-06,	696 और 1415 (अ) 441 11-02-2002 और 24-12-2004 27-1-2004	29-7-2004	861/(अ) और 29-7-2004	23-06-2007
14.	डोंगम्ते	वाडा	02-03-2002 23-08-2003 और 27-12-04,	696, 2381 और 1415 (अ), 11-02-2002 12-08-2003 और 24-12-2004	26-06-2004, 08-04-06	739/(अ), 1354 25-6-2004 29-03-2006	23-06-2007

1	2	3	4	5	6	7	8
15.	विजयगढ़	वाडा	23-08-2003 और 27-12-04, 4-2-2006	2381 और 1415 (अ), 441 12-08-2003 और 24-12-2004 27-1-2006	26-06-2004,	739/(अ), 25-6-2004	23-06-2007
16.	चिंचगढ़	वाडा	02-03-2002 और 27-12-04, 4-2-2006	696 और 1415 (अ) और 441 11-02-2002 और 24-12-2004 27-1-2006	29-7-2004 और 08-04-06	861/(अ) और 1354 29-7-2004 और 29-3-2006	23-06-2007
17.	मुझाने	वाडा	02-03-2002 और 27-12-04 और 4-2-06, 8-4-2006	696 और 1415 (अ) और 441, 1353, 11-02-2002, 24-12-2004, 27-1-2006, 29-3-2006	22-11-2003 और 08-04-06	3241 और 1354 06-11-03 और 29-3-2006	23-06-2007
18.	मेट	वाडा	02-03-2002	696 11-02-2002	29-7-2004	861/(अ) और 29-7-2004	23-06-2007
1.	डिघाशी	भिवांडी	02-03-2002 और 26-6-04 और 29-7-04, और 4-2-06, 27-12-2004 15-6-2004	696 और 740(अ) 858 (अ) और 441, 1415(अ), और 691(अ) 11-02-2002, 25-6-04 और और 29-7-04, और 27-1-2006, 24-12-2004, 14-6-2004	29-7-2004 और और 18-03-2006 और 8-4-06	861/(अ) और 1048 और 1354 29-7-2004 और 8-03-2006 और 29-3-2006	23-06-2007
2.	खारिवली	भिवांडी	02-03-2002 और 26-7-03 और 23-8-03, 8-4-2006, 27-12-2004	696 और 2060 और 2381, 1415(अ) 1354 11-02-02 और 22-07-03 और 12-08-03, 29-3-2006, 24-12-2004,	29-7-2004 और 22-11-03 और 26-06-04 और 8-4-06 और 18-03-2006	861/(अ) और 3241 और 739(अ) और 1354 और 1048 29-07-2004 और 6-11-03 और 25-06-04 और 29-03-06 और 8-03-2006	23-06-2007
3.	गोदरावली	भिवांडी	02-03-2002 23-8-03 और 27-12-2004,	696 और 2381 और 1415(अ) 11-02-02 12-08-03, और 24-12-2004,	29-7-2004 और 26-06-04 और 8-4-06	861/(अ) और 739(अ) और 1354 29-07-2004 और 25-06-04 और 29-03-06	23-06-2007

1	2	3	4	5	6	7	8
4.	जाम्भवालि	भिवांडी	02-03-2002 27-12-2004 26-07-2003, 23-08-03, 30-08-03 4-02-06	696 और 1415(अ) और 2060 और 441, 2381, 2461, 1353 11-02-2002 और 24-12-2004 और 22-7-2003 और 12-8-2003, 19-8-06 29-3-06	26-06-2004, 29-7-2004 18-03-2006. 8-04-06	739/(अ), 861 (अ) और 1048, 1354 25-06-2004 29-07-2004 और 8-03-2006 और 29-03-06	23-06-2007
5.	किरावलि	भिवांडी	02-03-2002 26-07-2003, 23-08-2003, 4-02-2006 27-12-2004	696, 2381, 2060, 441, 1415(अ) 11-02-02 22-7-2003 12-8-03, 27-1-06 24-12-2004	29-7-2004, 26-06-04 और 18-03-2006 और 8-04-2006	861/(अ), 739(अ) और 1048, 1354 29-07-2004, 25-06-04 और 8-03-2006	23-06-2007
6.	लप	भिवांडी	02-03-2002 30-08-2003, 4-02-2006 8-4-2006 27-12-2004	696 और 2461 और 441, 1353, 1415(अ), 11-02-2002, 19-8-2003 और 27-1-2006 29-3-2006 24-12-2004	22-11-2003 और 8-04-2006	3241 और 1354 6-11-2003 और 29-3-2006	23-06-2007
7.	खालिग	भिवांडी	02-03-2002 और 26-07-2003 27-12-2004 और 23-08-03 8-04-2006	696 और 2060 और 1415(अ) और 2381, 1353 11-02-2002 और 22-7-2003 और 24-12-2004 और 12-8-03, 29-3-2006	और 26-06-04 और 22-11-03 और 8-04-06	739/(अ) और 3241 और 1354, 25-06-04 और 6-11-03 और 29-03-06	23-06-2007
8.	दालेपाडा	भिवांडी	02-03-2002 27-12-2004,	696, और 1415(अ), 11-02-2002 24-12-2004,	29-07-2004	861/(अ) 29-07-2004	23-06-2007
9.	चिंचावलि	भिवांडी	02-03-2002 और 27-12-2004,	696 और 1415(अ), 11-02-2002 और 24-12-04,	29-07-2004 8-04-2006	861/(अ) और 1354 29-07-2004 29-03-06	23-06-2007
10.	देवालि	भिवांडी	02-03-2002 और 30-08-03, 27-12-2004	696, और 2461, 1415(अ) 11-02-2002 और 19-08-03, 24-12-2004	22-11-2003 और 26-06-2004	3241 और 739/(अ) 06-11-2003 और 25-06-2004	23-06-2007

1	2	3	4	5	6	7	8
11.	बोरिवलि	भिवांडी	02-03-2002 15-6-2004 29-7-2004	696, 691(अ), 858(अ) 11-02-2002, 14-6-2004, 29-7-2004	29-07-2004 और 22-11-2003 और 18-03-06	861/(अ) और 3241 और 1048 29-07-2004 और 06-11-2003 और 08-03-06	23-06-2007
12.	पदगाह	भिवांडी	02-03-2002, 23-08-03 और 26-07-2003	696, और 2381 और 2059 11-02-2002 और 12-08-2003 और 22-07-2003	29-07-2004 और 26-06-04 और 18-03-06	739/(अ) और 1048 29-07-2004 और 25-06-2004 और 08-03-06	23-06-2007
13.	अन्हे	भिवांडी	02-03-2002, और 26-07-03 और 29-07-04 और 04-02-06	696, और 2059 और 858/(अ) और 441, 11-02-2002 और 22-07-2003, और 29-07-2004 और 27-01-2006,	29-07-2004 और 18-03-2006 और 08-04-06	861/(अ) और 1048 और 1354 29-07-2004 और 08-03-2006 और 29-03-06	23-06-2007
14.	वान्तारे	भिवांडी	02-03-2002 27-12-2004,	696 और 1415(अ) 11-02-2002 और 24-12-04	29-07-2004 और 22-11-03	861/(अ) और 3241 29-07-2004 और 06-11-03	23-06-2007
15.	सोर्	भिवांडी	02-03-2002 और 26-07-2003,	696 और 2059, 11-02-2002 और 22-07-03,	29-07-2004 और 08-04-06	861/(अ) और 1354 दिनांक 29-07-2004 और 29-03-2006	23-06-2007

1.	नित्तलस	पनवेल	02-03-2002 27-12-04, 30-08-03, 26-07-03	697, 1414(अ), 2462, 2061, 11-2-2002, 24-12-04 19-08-03, 22-07-03	26-06-04, 18-03-06, 08-04-06	739(अ), 1048, 1354 25-06-04, 08-03-06, 29-03-06	23-06-2007
2.	चिखले	पनवेल	02-03-2002 27-12-2004, 30-08-2003, 23-8-2003, 15-06-04, 23-09-06, 21-06-03	697, 1414(अ), 2462, 2382, 692(अ), 3801, 1696 11-2-2002, 24-12-2004, 19-8-2003,	21-06-03 26-06-2004 08-04-06, 20-09-03, 20-09-03, 10-12-05, 29-07-04	1693, 739(अ), 1354, 2847, 2646, 4637, 860(अ) 12-6-03, 25-6-04, 29-03-06, 09-08-05,	23-06-2007

1	2	3	4	5	6	7	8
				12-8-2003, 14-06-04, 15-09-06, 12-06-03,		15-09-03, 29-11-05, 29-07-04	
3.	निताले	पनवेल	30-08-03, 02-03-02, 30-08-03, 21-06-03, 23-08-03, 21-06-03	2462, 697, 2462, 1692, 2382, 1696, 19-08-03, 11-02-02, 19-08-03, 12-06-03, 12-08-03, 12-06-03,	08-04-06, 21-06-03	1354, 1693, 29-03-06, 12-06-03	23-06-2007
4.	वावंजे	पनवेल	02-03-02, 30-08-03, 23-08-03	697, 2462, 2382, 11-02-02, 19-08-03, 12-08-03	26-06-04, 21-06-03	739(अ), 1693, 25-06-04, 12-06-03	23-06-2007
5.	मोहोदर	पनवेल	02-03-02, 27-12-04, 30-08-03, 21-06-03, 23-08-03	697, 1414(अ), 2462, 1696, 2382, 11-02-02, 24-12-04, 19-08-03, 12-06-03, 12-08-03	08-04-06, 26-06-04, 21-06-03	1354, 739(अ), 1693, 29-03-06, 25-06-04, 12-06-03	23-06-2007
6.	चिन्द्रन	पनवेल	02-03-02, 30-08-03, 23-08-03, 08-04-06	697, 2462, 2382, 1353, 11-02-02, 19-08-03, 12-08-03, 29-03-06	08-04-06, 18-03-06, 21-06-03	1354, 1048, 1693, 29-03-06, 08-03-06, 12-06-03	23-06-2007
7.	महलुंगी	पनवेल	02-03-02, 21-06-03, 23-08-03	697, 1696, 2382, 11-02-02, 12-06-03, 12-08-03	26-06-04, 21-06-03	739(अ), 1693, 25-06-04, 12-06-03	23-06-2007
8.	खानव	पनवेल	02-03-02, 27-12-04, 21-06-03, 23-08-03	697, 1414(अ), 1696, 2382, 11-02-02, 24-12-04,	21-06-03, 29-07-04, 08-04-06, 20-09-03, 26-06-04	1693, 860(अ), 1354, 2646, 739(अ), 12-06-03,	23-06-2007

1	2	3	4	5	6	7	8
				12-06-03, 12-08-03		29-07-04, 29-03-06, 15-09-03, 25-06-04	
9.	वाकाडी	पनवेल	02-03-02, 04-02-06, 27-12-04, 21-06-03, 23-08-03, 08-04-06	1414(अ), 1696, 2382, 1353, 11-02-02, 27-01-06, 24-12-04, 12-06-03, 12-08-03, 29-03-06	18-03-06, 26-06-04, 21-06-03	739(अ), 1693, 29-03-06, 08-03-06, 25-06-04, 12-06-03	23-06-2007
10.	नेरे	पनवेल	02-03-02, 04-02-06, 27-12-04, 30-08-03, 21-06-03, 23-08-03, 08-04-06	697, 440, 1414(अ), 2462, 1696, 2382, 1353, 11-02-02, 27-01-06, 24-12-04, 19-08-03, 12-06-03, 12-08-03, 29-03-06	29-07-04, 08-04-06, 26-06-04, 21-06-03	860(अ), 1354, 739(अ), 1693, 29-07-04, 29-03-06, 25-06-04, 12-06-03	23-06-2007
11.	विहिगढ़	पनवेल	02-03-02, 30-08-03, 21-06-03, 23-08-03,	697, 2462, 1696, 2382, 11-02-02, 19-08-03, 12-06-03, 12-08-03	29-07-04, 08-04-06, 26-06-04, 21-06-03	860(अ), 1354, 739(अ), 1693, 2646, 29-07-04, 29-03-06, 25-06-04, 12-06-03, 15-09-03	23-06-2007
12.	मोहो	पनवेल	02-03-02, 27-12-04, 21-06-03, 23-08-03, 08-04-06	697, 1414(अ), 1696, 2382, 1353, 11-02-02, 24-12-04, 12-06-03, 12-08-03, 29-03-06	29-07-04, 08-04-06, 18-03-06, 21-06-03	860(अ), 1354, 1048, 1693, 29-07-04, 29-03-06, 08-03-06, 12-06-03	23-06-2007

1	2	3	4	5	6	7	8
1.	खडावलि	कल्याण	2-3-2002,	696, 12-2-2002			23-06-2007
2.	नादगाम	कल्याण	04-02-06, 23-08-03, 02-03-02	441, 2381, 696, 27-01-06 11-02-02	26-06-04, 29-07-04	739(अ), 861(अ), 29-07-04	23-06-2007
3.	राय	कल्याण		2381, 2059, 696, 23-08-03, 26-07-03, 02-03-02 11-04-07		739(अ), 861(अ), 25-06-04, 29-07-04,	23-06-2007
4.	चिन्हावलि	कल्याण		441, 2381, 2461, 696, 04-02-06, 23-08-03, 30-08-03, 02-03-02 27-12-04		739(अ), 861(अ), 1048, 1354 18-03-06, 25-06-04, 29-07-04, 08-03-06, 29-03-06	23-06-2007
5.	उताने	कल्याण		1353, 2381, 696, 08-04-06, 23-08-03, 02-03-02, 27-12-2004		739(अ), 861(अ), 1354 25-06-04, 29-07-04, 29-03-06,	23-06-2007
6.	रुन्धे	कल्याण		696, 1353, 441, 2059, 02-03-02, 08-04-06, 04-02-06, 26-07-03 27-12-2004		1415(अ), 11-02-02, 29-03-06, 27-01-06, 22-07-03 24-12-2004	23-06-2007
7.	तित्वाला	कल्याण		696, 2059, 2381 26-07-03, 23-08-03		739(अ), 1048, 861(अ), 08-03-06, 29-03-06, 29-07-04	23-06-2007

1	2	3	4	5	6	7	8
8.	माहास्केल	कल्यान		696, 1353, 2059, 2381,		739(अ), 1048,	23-06-2007
			02-03-02, 08-04-06, 26-07-03, 23-08-03	11-02-02, 29-03-06, 22-07-03, 12-08-03	26-06-04, 18-03-06, 29-07-04	861(अ), 25-06-04, 08-03-06, 29-07-04	
9.	घोस्से	कल्यान		696, 2059, 2381		739(अ), 1048,	23-06-2007
			02-03-02, 26-07-03, 23-08-03 30-08-03 27-12-2004	2381 2461, 1415(अ), 11-02-02 22-07-2003 12-08-2003 19-08-03 24-12-2004	26-06-04, 18-03-06, 29-07-04	861(अ), 25-06-04, 08-03-06 29-07-04	
10.	रायते	कल्यान		696, 441, 2059		739(अ), 1048,	23-06-2007
			02-03-02, 04-02-06, 26-07-03, 23-08-03 27-12-2004	2381, 1415(अ), 11-02-02 27-01-2006 22-07-2003 12-08-03 24-12-2004	26-06-04, 18-03-06, 29-07-04	861(अ), 25-06-04, 08-03-06, 29-07-04	
11.	वहोति	कल्यान		696, 2060, 2381		739(अ), 861(अ),	23-06-2007
			02-03-02, 26-07-03, 23-08-03 27-12-2004	2381 1415(अ), 11-02-02 22-07-2003 12-08-2003 24-12-2004	26-06-04, 26-07-04	861(अ), 25-06-04, 29-07-04	
12.	मनजार्ति	कल्यान	04-02-06	27-01-06			23-06-2007
13.	असि टी. चौन	कल्यान		2060, 2381,696		739(अ), 1048,	23-06-2007
			26-07-03, 23-08-03, 02-03-02, 27-12-2004	2381,696 1415(अ), 22-07-2003 12-08-2003 11-02-2002 24-12-2004	26-06-2004, 18-03-2006, 29-07-04	861(अ), 25-06-04, 08-03-06, 29-07-04	
14.	वसंत शेलावलि	कल्यान		696, 2461, 1415(अ),		739(अ), 1048,3241	23-06-2007
			02-03-02,		26-06-04,		

1	2	3	4	5	6	7	8
			30-08-03, 27-12-2004	11-02-02 19-08-03 24-12-2004	18-03-06, 22-11-03 29-07-04	861(अ), 25-06-04, 08-03-06, 06-11-03, 29-07-04	
15.	अम्बिवलि टी चौन	कल्यान		696, 2461, 02-03-02, 30-08-03,	11-02-02 26-06-04, 29-07-04, 22-11-03	739(अ), 861(अ), 3241 25-06-04, 29-07-04 06-11-03	23-06-2007
16.	जाम्बुल मोहोलि	कल्यान		696, 441, 02-03-02, 04-02-06, 26-07-03, 23-08-03	2060 2381, 11-02-02 27-01-2006 22-07-2003 12-08-03	739(अ), 1048, 3241, 861(अ), 25-06-04, 29-07-04 06-11-03	23-06-2007
1.	चिखलोलि	अम्बरनाथ		696, 441, 02-03-02, 04-02-06, 26-07-03, 23-08-03 27-12-2004	2059, 2381, 1415(अ), 11-02-02, 27-01-2006, 22-07-2003, 12-08-03, 24-12-2004	739(अ), 1047, 1354, 3241, 861(अ), 1048, 25-06-04, 08-03-06, 29-03-06, 06-11-03, 29-07-04, 08-03-2006	23-06-2007
2.	जाम्बिवालि	अम्बरनाथ		696, 02-03-02, 26-07-03, 27-12-2004	2059, 1415(अ), 11-02-02, 22-07-2003, 24-12-2004		23-06-2007
3.	काकोले	अम्बरनाथ		696, 2381, 02-03-02, 23-08-03	11-02-02, 12-08-03, 29-07-04,	739(अ), 861(अ), 25-06-04, 29-07-04,	23-06-2007
4.	मोरिवाली	अम्बरनाथ		2059, 26-07-03,	22-07-2003		23-06-2007

1	2	3	4	5	6	7	8
5.	बोहोनोलि	अम्बरनाथ्		696,		861(अ),	23-06-2007
			02-03-02,	11-02-02,	29-07-04,	29-07-04,	
6.	शिरावलि	अम्बरनाथ्	02-03-02,	696, 1415(अ)	08-04-06,	1354,	23-06-2007
			27-12-2004	11-02-02	29-07-04	861(अ),	
				24-12-2004		29-03-06,	
						29-07-04	
7.	अम्भे	अम्बरनाथ्		696, 2059,		739(अ),	23-06-2007
			02-03-02,	2381, 1415(अ),	26-06-04,	1048,	
			26-07-03,	11-02-02,	18-03-06,	1354,	
			23-08-03	22-07-2003,	08-04-06,	861(अ),	
			27-12-2004	12-08-03,	29-07-04,	25-06-04,	
				24-12-2004		08-03-06,	
						29-03-06	
						29-07-04	
8.	खरड	अम्बरनाथ्		696, 2059,		739(अ),	23-06-2007
			02-03-02,	2381,	26-06-04,	25-06-04,	
			26-07-03,	11-02-02,			
			23-08-03	22-07-2003,			
				12-08-03,			
9.	कुशिवालि	अम्बरनाथ्		696, 441,			23-06-2007
			02-03-02,	2059,		1048,	
			04-02-06,	11-02-02,	18-03-06,	08-03-06,	
			26-07-03,	27-01-2006,			
				22-07-2003,			
10.	सखरोलि	अम्बरनाथ्		441, 2059,		739(अ),	23-06-2007
				2461	26-06-04,	1048,	
			04-02-06,	27-01-2006,	18-03-06	25-06-04,	
			26-07-03,	22-07-2003,		08-03-06,	
			30-08-03	19-08-2003			
11.	वादि	अम्बरनाथ्		696, 441,		739(अ),	23-06-2007
			02-03-02,	2059, 2461	26-06-04,	1048,	
			04-02-06,	2381,	18-03-06,		
			26-07-03,	11-02-02,	29-07-04,	861(अ),	
			30-08-03	27-01-2006,		25-06-04,	
			23-08-2003	22-07-2003,		08-03-06,	
				19-08-03,		29-07-04,	
				12-08-2003			

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, 8th June, 2010

S.O. 1492.—In pursuance of provision to Rule 4 under explanation of Petroleum and Minerals Pipeline (Acquisition of Right of user in land) Rules 1963, framed under Section 17 of the Petroleum and Minerals Pipeline (Acquisition of Right of user in land) Act, 1962 (50 of 1962), Sh. K. N. Kashivale, Competent Authority, GAIL (I) Ltd., (Maharashtra State) in consultation with GAIL (India) Ltd., with whom the right of user in land in that area has been vested or ownership of the pipelines in that area vest as the case may be, hereby declare the date of termination of laying Gas Pipeline, of DPPL (Phase-I) as mentioned in Column 8 of the schedule appended herewith.

SCHEDULE

Sr. No.	Name of Village	Taluka	Notification under Section 3(1)		Notification under Section 6(1)		Date of termination of operations
			Date of Publication of Gazette	S.O. No. Date	Date of Publication of Gazette	S.O. No. Date	
1	2	3	4	5	6	7	8
1.	Borle	Panvel	15-06-04	692(E), 14-06-2004	10-12-2005	4637, 29-11-2005	22-02-2008
2.	Sangade	Panvel	15-06-04	692(E), 14-06-2004	13-08-2005, 10-12-2005	2847, 4637, 09-08-2005, 29-11-2005	22-02-2008
3.	Ajivali	Panvel	15-06-04	692(E), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005, 29-11-2005	22-02-2008
4.	Shedung	Panvel	15-06-04	692(E), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005, 29-11-2005	22-02-2008
5.	Bhingar	Panvel	15-06-04	692(E), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005, 29-11-2005	22-02-2008
6.	Bhingar-wadi	Panvel	15-06-04	692(E), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005, 29-11-2005	22-02-2008
7.	Mohope	Panvel	15-06-04	692(E), 14-06-2004	10-12-2005	4637, 29-11-2005,	22-02-2008
8.	Poyanje	Panvel	15-06-04	692(E), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005, 29-11-2005	22-02-2008
9.	Barvai	Panvel	15-06-04	692(E), 14-06-2004	13-08-2005	2847, 09-8-2005	22-02-2008
10.	Bhokar-pada	Panvel	15-06-04	692(E), 14-06-2004	13-08-2005 10-12-2005	2847, 4637, 09-08-2005, 29-11-2005	22-02-2008

1.	Talegaon	Khalapur	15-06-04	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
2.	Ris	Khalapur	15-06-04	692(E), 14-06-2004	10-12-2005	4637, 29-11-2005	22-02-2008

1	2	3	4	5	6	7	8
3.	Lodhivali	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
4.	Tembhari	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
5.	Sarang	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
6.	Asroti	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
7.	Dharni	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005, 10-12-2005	2847, 09-08-2005, & 4637, 29-11-2005	22-02-2008
8.	Nigdoli	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
9.	Nadode	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005, 10-12-2005	2847, 09-08-2005, & 4637, 29-11-2005	22-02-2008
10.	Nimbode	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005, 10-12-2005	2847, 09-08-2005, & 4637, 29-11-2005	22-02-2008
11.	Vanve	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005, 10-12-2005	2847, 09-08-2005, & 4637, 29-11-2005	22-02-2008
12.	Dhamani	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
13.	Savroli	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
14.	Dahivali	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005, 10-12-2005	2847, 09-08-2005, & 4637, 29-11-2005	22-02-2008
15.	Devnahave	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005, 10-12-2005	2847, 09-08-2005, & 4637, 29-11-2005	22-02-2008
16.	Vadval	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
17.	Sangade- wadi	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
18.	Khanav	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
19.	Khambe wadi	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005,	2847, 09-08-2005,	22-02-2008

1	2	3	4	5	6	7	8
20.	Umbare	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005, 10-12-2005	2847, 09-08-2005, & 4637, 29-11-2005	22-02-2008
21.	Kargaon	Khalapur	8-10-2005	3563 29-09-2005	9-10-2006	1736E, 9-10-2006	22-02-2008
22.	Durshet	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
23.	Tuksai	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
24.	Kumbhivali	Khalapur	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
<hr/>							
1.	Ghotawade	Sudhagadh	15-06-2004 & 06-05-2006	692(E) & 1735(E), 14-06-2004 & 03-05-2006	13-08-2005 & 10-12-2005 & 06-05-2006	2847 & 1735 & 4637, 09-08-2005 & 29-11-2005 & 03-05-2006	22-02-2008
2.	Karchunde	Sudhagadh	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
3.	Jambhul- pada	Sudhagadh	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
4.	Harnoli	Sudhagadh	15-06-2004	692(E), 14-06-2004	13-08-2005 & 10-12-2005	2847 & 4637, 09-08-2005 29-11-2005	22-02-2008
5.	Kasarwadi	Sudhagadh	15-06-2004	692(E), 14-06-2004	13-08-2005 & 10-12-2005	2847 & 4637, 09-08-2005 & 29-11-2005	22-02-2008
6.	Navghar	Sudhagadh	15-06-2004 & 06-05-2006	692(E) & 1735(E), 14-06-2004 & 03-05-2006	13-08-2005	2847, 09-08-2005	22-02-2008
7.	Kondgaon	Sudhagadh	08-10-2005	3563, 29-07-2005	09-10-2006	1736(E), 09-08-2005	22-02-2008
8.	Nadsur	Sudhagadh	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-10-2006	22-02-2008
9.	Kandsai	Sudhagadh	08-10-2005	3563, 29-07-2005	09-10-2006	1736(E), 09-10-2006	22-02-2008
10.	Adulse	Sudhagadh	15-06-2004	692(E), 14-06-2004	13-08-2005 & 10-12-2005	2847 & 4637, 09-08-2005 & 29-11-2005	22-02-2008
11.	Bharje	Sudhagadh	15-06-2004	692(E), 14-06-2004	13-08-2005	2847, 09-08-2005	22-02-2008
12.	Gondale	Sudhagadh	15-06-2004	692(E), 14-06-2004	27-05-2006	2062, 18-05-2006	22-02-2008

1	2	3	4	5	6	7	8
13.	Nandgaon	Sudhagadh	15-06-2004	692(E), 14-06-2004	27-05-2006	2062, 18-05-2006	22-02-2008
1.	Chincha- wali	Roha	15-06-2004	692(E), 14-06-2004	27-05-2006	2063, 20-05-2006	22-02-2008
2.	Balhe	Roha	15-06-2004	692(E), 14-06-2004	27-05-2006 & 16-09-2006	2063 & 3705 20-05-2006 & 11-09-2006	22-02-2008
3.	Yeral	Roha	15-06-2004	692(E), 14-06-2004	27-05-2006 & 16-09-2006, 9-10-2006	2063 & 3705 & 1736 E 20-05-2006 & 11-09-2006, 9-10-2006	22-02-2008
4.	Dhagawadi	Roha	15-06-2004	692(E), 14-06-2004	27-05-2006	2063, 20-05-2006	22-02-2008
5.	Durtoli	Roha	15-06-2004	692(E), 14-06-2004	27-05-2006	2063, 20-05-2006	22-02-2008
6.	Jamgaon	Roha	15-06-2004	692(E), 14-06-2004	27-05-2006	2063, 20-05-2006	22-02-2008
7.	Pathershet	Roha	15-06-2004	692(E), 14-06-2004	27-05-2006	2063, 20-05-2006	22-02-2008
8.	Pahur	Roha	15-06-2004	692(E), 14-06-2004	27-05-2006	2063, 20-05-2006	22-02-2008
1.	Javate	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006 & 27-05-2006	2062 & 2063, 18-05-2006 20-05-2006	22-02-2008
2.	Bhale	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 09-10-2006, 16-09-2006	2063, 1736(E), 3705, 20-05-2006, 09-10-2006, 11-09-2006	22-02-2008
3.	Nijampur	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 09-10-2006, 16-09-2006	2062, 2063, 1736, 3705, 18-05-2006 20-05-2006 09-10-2006, 11-09-2006	22-02-2008
4.	Koste Budruk	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 9-10-2006 16-09-2006	2062, 2063, 3705, 1736, 18-05-2006 20-05-2006 09-10-2006, 11-09-2006	22-02-2008

1	2	3	4	5	6	7	8
5.	Koste Khurd	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062, 2063, 3705, 18-05-2006 20-05-2006 11-09-2006	22-02-2008
6.	Salave	Mangaon	15-06-2004 & 06-05-2006	692(E) & 1734 (E) 14-06-2004 & 03-05-2006	27-05-2006, 27-05-2006, 16-09-2006	2062, & 2063, 3705, 18-05-2006 20-05-2006 11-09-2006	22-02-2008
7.	Panose	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062, & 2063, 3705, 18-05-2006 20-05-2006 11-09-2006	22-02-2008
8.	Gangavali	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062, & 2063, 3705, 18-05-2006 20-05-2006 11-09-2006	22-02-2008
9.	Hodgaon	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062, 2063, 3705, 18-05-2006, 20-05-2006, 11-09-2006	22-02-2008
10.	Mugavali	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 09-10-2006, 16-09-2006	2063, 1736(E), 3705, dt. 18-05-2006, 09-10-2006, 11-09-2006	22-02-2008
11.	Hatkeli	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006	2062, 18-05-2006	22-02-2008
12.	Talegaon	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062, 2063, 1736E, 3705, 18-05-2006, 20-05-2006, 9-10-2006, 11-09-2006	22-02-2008
13.	Repoli	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062 & 2063, 3705, 18-05-2006, 20-05-2006, 11-09-2006	22-02-2008
14.	Usarghar	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006 & 27-05-2006,	2062 & 2063, 18-05-2006 & 20-05-2006	22-02-2008
15.	Lonere	Mangaon	15-06-2004 & 06-05-2006	1734(E), 03-05-2006	16-09-2006	3705, 11-09-2006	22-02-2008

1	2	3	4	5	6	7	8
16.	Khandpale	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062 & 2063, 3705, 18-05-2006, 20-05-2006, 11-09-2006	22-02-2008
17.	Tem Pale	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006 & 27-05-2006,	2062 & 2063, 18-05-2006 & 20-05-2006	22-02-2008
18.	Lakhpale	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 09-10-2006	2062, 2063, 1736 E, 18-05-2006, 20-05-2006, 09-10-2006	22-02-2008
19.	Vadpale	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062 & 2063, 3705, 18-05-2006, 20-05-2006, 11-09-2006	22-02-2008
20.	Devali	Mangaon	15-06-2004	692(E), 14-06-2004	27-05-2006, 16-09-2006	2063 & 3705, 20-05-2006, 11-09-2006	22-02-2008
1.	Toll Budruk	Mahad	15-06-2004	692(E), 14-06-2004	27-05-2006, 27-05-2006, 09-10-2006, 16-09-2006	2062, 2063, 1736, 3705, 18-05-2006, 20-05-2006, 09-10-2006, 11-09-2006	22-02-2008
2.	Sape	Mahad	15-06-2004	692(E), 14-06-2004	27-05-2006, 09-10-2006, 16-09-2006	2062, 1736, 3705, 18-05-2006, 09-10-2006, 11-09-2006	23-11-2008
3.	Jui Budruk	Mahad	15-06-2004	692(F), 14-06-2004	27-05-2006	2062, 18-05-2006	23-11-2008
4.	Rohan	Mahad	15-06-2004	692(E), 14-06-2004	27-05-2006, 09-10-2006, 16-09-2006	2062, 1736, 3705, 18-05-2006, 09-10-2006, 11-09-2006	23-11-2008
5.	Valang	Mahad	15-06-2004	692(E), 14-06-2004	27-05-2006	2062, 18-05-2006	23-11-2008
6.	Khaire	Mahad	15-06-2004	692(E), 14-06-2004	27-05-2006, 09-10-2006, 16-09-2006	2062, 1736, 3705, 18-05-2006, 09-10-2006, 11-09-2006	23-11-2008

1	2	3	4	5	6	7	8
7.	Adhiste	Mahad	15-06-2004	692(E), 14-06-2004	27-05-2006, 09-10-2006, 16-09-2006	2062, 1736, 3705, 18-05-2006, 09-10-2006, 11-09-2006	23-11-2008
1.	Kudud Khurd	Mandangadh	15-06-2004	693(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006, 11-10-2006	2062, 2063, 3704, 1744E, 18-05-2006, 20-05-2006, 16-09-2006, 11-10-2006	23-11-2008
2.	Tardi	Mandangadh	15-06-2004	693(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062, 2063, 3704 18-05-2006, 20-05-2006, 11-09-2006	23-11-2008
3.	Sade	Mandangadh	15-06-2004	693(E), 14-06-2004	27-05-2006, 16-09-2006	2062, 3704, 20-05-2006, 11-09-2006	23-11-2008
4.	Taleghar	Mandangadh	15-06-2004	693(E), 14-06-2004	27-05-2006, 16-09-2006	2062, 3704, 20-05-2006, 11-09-2006	23-11-2008
5.	Tide	Mandangadh	15-06-2004	693(E), 14-06-2004	16-09-2006, 11-10-2006	3704, 1744E 11-09-2006, 11-10-2006,	23-11-2008
6.	Valote	Mandangadh	15-06-2004	693(E), 14-06-2004	27-05-2006, 16-09-2006, 11-10-2006	2062, 2063, 3704, 1744E, 20-05-2006, 11-09-2006 11-10-2006	23-11-2008
7.	Vinhe	Mandangadh	15-06-2004	693(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006	2062, 2063, 3704, 18-05-06, 20-05-2006, 11-09-2006	23-11-2008
1.	Soveli	Dapoli				2062, 2063, 3704, 1744E,	
			15-06-2004	693(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006, 11-10-2006	18-05-2006, 20-05-2006, 11-09-2006, 11-10-2006	23-11-2008

1	2	3	4	5	6	7	8
2.	Visapur	Dapoli				2062, 2063, 3704, 1744E	
			15-06-2004	693(E), 14-06-2004.	27-05-2006, 27-05-2006, 16-09-2006 11-10-2006.	18-05-2006, 20-05-2006, 11-09-2006 11-10-2006.	23-11-2008
3.	Chinchali	Dapoli				2063, 3704,	
			15-06-2004	693(E), 14-06-2004.	27-05-2006, 16-09-2006.	20-05-2006, 11-09-2006.	23-11-2008
4.	Shrikhal	Dapoli				2062, 2063, 3704,	
			15-06-2004	693(E), 14-06-2004.	27-05-2006, 16-09-2006.	18-05-2006, 20-05-2006, 11-09-2006.	23-11-2008
5.	Hatip	Dapoli				2062, 2063, 3704,	
			15-06-2004	693(E), 14-06-2004.	27-05-2006, 27-05-2006, 16-09-2006.	18-05-2006, 20-05-2006, 11-09-2006.	23-11-2008
6.	Ganapati- Pule	Dapoli				2062, 2063, 3704,	
			15-06-2004	693(E), 14-06-2004.	27-05-2006, 16-09-2006.	18-05-2006, 20-05-2006, 11-09-2006	23-11-2008
7.	Matwan	Dapoli				2063, 3704,	
			15-06-2004	693(E), 14-06-2004.	27-05-2006, 16-09-2006.	20-05-2006, 11-09-2006	23-11-2008
8.	Navanagar	Dapoli				2063, 3704,	
			15-06-2004	693(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006.	20-05-2006, 11-09-2006.	23-11-2008
9.	Bondivali	Dapoli					
			06-05-2006	1734, 03-05-2006,	16-09-2006.	3704, 11-09-2006.	23-11-2008
10.	Karanjani	Dapoli				2063, 1744E,	
			15-06-2004	693(E), 14-06-2004	27-05-2006, 11-10-2006.	20-05-2006, 11-10-2006	23-11-2008

1	2	3	4	5	6	7	8
11.	Kherdi	Dapoli	15-06-04.	693(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006.	2062, 2063, 3704, 18-05-06, 20-05-2006, 11-09-2006.	23-11-2008
12.	Dapoli	Dapoli	15-06-04.	693(E), 14-06-2004	27-05-2006, 11-10-2006.	2063, 1744E, 20-05-2006, 11-10-2006	23-11-2008
13.	Talsure	Dapoli	06-05-2006.	1734, 03-05-2006,	16-09-2006.	3704, 11-09-2006.	23-11-2008
14.	Braha- manwadi	Dapoli	15-06-04, 28-4-2007	693(E), 683E 14-06-2004 27-4-2007	27-05-2006,	2063, 18-05-2006.	23-11-2008
15.	Jalgaon	Dapoli	15-06-04,	693(E), 14-06-2004	27-05-2006, 27-05-2006,	2062, 2063, 18-05-06, 20-05-2006.	23-11-2008
16.	Valane	Dapoli	15-06-04.	693(E), 14-06-2004	11-10-2006.	1744E, 11-10-2006	23-11-2008
17.	Umbarle	Dapoli	15-06-04.	693(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006.	2062, 2063, 3704, 18-05-06, 20-05-2006, 11-09-2006.	23-11-2008
18.	Nante	Dapoli	15-06-04.	693(E), 14-06-2004	27-05-2006,	2063, 20-05-2006.	23-11-2008
19.	Male	Dapoli	15-06-04.	693(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006, 11-10-2006.	2062, 2063, 3704, 1744E, 18-05-06, 20-05-2006, 11-09-2006, 11-10-2006	23-11-2008
20.	Vanoshi	Dapoli	06-05-2006.	1734, 03-05-2006,	16-09-2006.	3704, 11-09-2006.	23-11-2008
21.	Dabhol	Dapoli	15-06-04.	693(E), 14-06-2004	27-05-2006, 27-05-2006, 16-09-2006.	2062, 2063, 3704, 18-05-06, 20-05-2006, 11-09-2006.	23-11-2008

1	2	3	4	5	6	7	8
1. Apti Budruk	Vikramgad		2-3-2002 & 26-06-04, 04-02-06, 15-06-04, 08-04-06	696 & 740E & 441 & 691(E) & 1353 11-02-2002 25-06-04, 27-01-06, 14-06-04 29-03-06	18-03-06 & 16-09-06 & 8-04-06	1048 & 3710 & 1354 08-03-06 & 13-09-06 & 29-03-06	23-06-2007
2. Chinchghar	Vikramgad		2-3-2002 & 26-06-04, 27-12-04 04-02-06	696 & 740E & 1415(E) & 441 11-02-2002 25-06-04, 24-12-04 27-01-06	18-03-06 & 29-07-04	1048, 861(E) 08-03-06 & 29-07-04	23-06-2007
3. Kurze	Vikramgad		02-03-2002 26-06-04 29-07-04 27-12-2004 15-06-2004	696 & 740E & 858/E & 1415E, 691E, dt. 11-02-2002 25-06-04 29-07-04 24/12/2004 14-6-2004	18-03-06 & 16-09-06 & 08-04/06	1048 & 3710 & 1354 08-03-06 & 13-09-06 & 29-03-06	23-06-2007
4. Ambivali	Vikramgad		02/03/2002 & 27-12-04	696 & 1415E 11/02/2002 & 24-12-04	29-07-2004	861/E 29-07-2004	23/06/2007
5. Dolari Budruk	Vikramgad		02-03-2002 & 26-06-04 15-6-2004	696 & 740E & 691E, 11-02-2002 25-06-04 14-6-2004	08-04-06	1354 29-03-06	23-06-2007
1. Bormal	Talasari		2-3-2002, 04-02-06	696, 441 11-02-02, 27-01-06	18-03-06 & 08-04-06, 29-07-04	1048 & 1354 & 861(E) 08-03-06 & 29-03-06 & 29-07-06	23-06-2007
2. Kochai	Talasari		02-03-2002	696, 11-02-2002	18-03-06, 29-07-04	1048, 861(E) 08-03-06, 29-07-04	23-06-2007
3. Anvir	Talasari		02-03-2002, 04-02-06, 27-12-04	696, 441, 1415(E), 11-02-2002, 27-01-06, 24-12-04	08-04-06, 29-07-04	861(E), 1354, 29-07-04, 29-03-06	23-06-2007
4. Savroli	Talasari		02-03-2002 &	696, 11-02-2002	29-07-2004	861/E 29-07-2004	23-06-2007

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5.	Sutrakar	Talasari	02-03-2002, 04-02-06, 27-12-04	696,441, 1415(E), 11-02-2002, 27-01-06, 24-12-04	08-04-06 29-7-04	1354, 861E 29-03-06 29-7-04	23-06-2007
6.	Patilpada	Talasari	02-03-2002	696, 11-02-2002	29-07-2004	861(E) 29-07-2004	23-06-2007
7.	Thakur- pada	Talasari	02-03-2002	696, 11-02-2002	29-07-2004	861(E) 29-07-2004	23-06-2007
8.	Kurze	Talasari	02-03-2002	696, 11-02-2002	29-07-2004	861(E) 29-07-2004	23-06-2007
9.	Vadaval	Talasari	02-03-2002	696, 11-02-2002	29-07-2004	861(E) 29-07-2004	23-06-2007
1.	Dapcheri	Dahanu	02-03-2002 27-12-04	696, 1415E, 11-02-2002 24-12-04	22-11-2003, 08-04-06	3242, 1354 06-11-2003, 29-03-06	23-06-2007
2.	Haladpada	Dahanu	02-03-2002 & 15-06-04, 27-12-04	696, 694E, 1415E, 11-02-2002 & 14-06-04 24-12-04	22-11-2003, 08-04-06 18-03-06 18-03-06	3242, 1354 1048 06-11-2003, 29-03-06, 08-03-06	23-06-2007
3.	Bandhan	Dahanu	15-06-2004	696E 14-06-2004	18-03-2006	1048 08-03-2006	23-06-2007
4.	Torani	Dahanu	15-06-2004	696E 14-06-2004	18-03-2006	1048 08-03-2006	23-06-2007
5.	Amboli	Dahanu	02-03-2002 27-12-04, 04-04-06	696, 1415E, 441, 11-02-2002, 24-12-04, 27-01-06	22-11-2003,	3242 06-11-2003	23-06-2007
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7.	Deur	Dahanu	02-03-2002 4-2-2006, 8-4-2006	696, 441, 1353 11-02-2002, 27-1-2006 29-3-2006	22-11-2003	3242 06-11-2003	23-06-2007
8.	Osarvira	Dahanu	02-03-2002 4-2-2006	696, 441 11-02-2002 27-1-2006	22-11-2003	3242 06-11-2003	23-06-2007
9.	Khaniv	Dahanu	02-03-2002 & 15-06-04,	696, 694E, 11-02-2002, & 14-06-04	18-03-2006 & 08-04-2006 & 22-11-03	1048 & 1354 & 3242 08-03-2006 & 29-03-2006 & 06-11-03	23-06-2007

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10.	Vaghadi	Dahanu	02-03-2002 & 25-12-04 & 04-02-06 8-4-2006	696 & 1415E & 441, 1353, 11-02-2002, & 24-12-04 27-01-06, 29-3-2006	22-11-2003 & 08-04-06 29-7-2004	3242 & 1354, 861E dtd. 06-11-03 & 29-03-06, 29-7-2004	23-06-2007
11.	Ghanede	Dahanu	26-6-2004	740E 25-6-2004	18-03-06,	1048, 08-03-06	23-06-2007
12.	Veti	Dahanu	02-03-2002 27-12-2004	696, 1415E 11-02-2002 24-12-2004	29-07-2004	861/E dtd. 29-07-2004	23-06-2007
13.	Murbad	Dahanu	02-03-2002 27-12-2004 04-02-06	696, 1415E, 441, 11-02-2002 24-12-2004 27-1-2006	29-07-2004 & 08-04-2006	861E & 1354 29-07-2004 & 29-03-2006	23-06-2007
14.	Pimpleshet Budruk	Dahanu	02-03-2002 27-12-2004	696, 1415E 11-02-2002 24-12-2004	29-07-2004	861/E dtd. 29-07-2004	23-06-2007
1.	Suponde	Wada	02-03-2002 27-12-2004	696 & 1415E 11-02-2002 24-12-2004	29-07-2004	861/E 29-07-2004	23-06-2007
2.	Kalam- Bhond	Wada	02-03-2002 & 27-12-2004 04-02-06	696, 1415E & 441 11-02-2002 24-12-04, 27-01-06	08-04-06, 29-7-04	1354, 861E 29-03-06, 29-7-04	23-06-2007
3.	Kanchad	Wada	02-03-2002	696 dtd. 11-02-2002	29-07-2004	861/E 29-07-2004	23-06-2007
4.	Vaveghar	Wada	02-03-2002	696 dtd. 11-02-2002	29-07-2004	861/E 29-07-2004	23-06-2007
5.	Mande	Wada	02-03-2002	696 dtd. 11-02-2002	29-07-2004	861/E 29-07-2004	23-06-2007
6.	Bhopivali	Wada	02-03-2002 27-12-2004 04-02-06	696, 1415E 441 11-02-2002 24-12-04, 27-01-06	29-07-2004	861/E 29-07-2004	23-06-2007
7.	Kharivali	Wada	02-03-2002 15-06-2004 7-7-2007	696, 694E- 1931 11-02-2002 14-6-2004 4-7-2007	29-07-2004, 18-03-06	861/E, 1048 29-07-2004, 08-03-06	23-06-2007
8.	Ambhiste Khurd	Wada	02-03-2002 27-12-2004	696, 1415E 11-02-2002 24-12-2004	29-07-2004 08-04-06	861/E, 1354 29-07-2004 29-03-06	23-06-2007

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9	Ambhiste Budruk	Wada	02-03-2002, 27-12-2004	696, 1415E 11-02-2002, 24-12-2004	29-07-2004 08-04-06	861/E, 1354 29-07-2004, 29-03-06	23-06-2007
10	Kharivali	Wada	02-03-2002 & 27-12-04 & 04-02-06	696 & 1415E & 441, 11-02-2002 & 24-12-04 & 27-01-2006	29-07-2004 & 08-04-06	861/E & 1354 29-07-2004 & 29-03-06	23-06-2007
11	Biloshi	Wada	02-03-2002 & 27-12-04 & 04-02-06 8-4-06	696 & 1415E & 441, 1353 11-02-2002 & 24-12-04 & 27-01-2006, 29-3-2006	29-07-2004 & 08-04-06	861/E & 1354 29-07-2004 & 29-03-06	23-06-2007
12	Asubavali	Wada	02-03-2002 & 27-12-04 & 04-02-06	696 & 1415E & 441, 11-02-2002 & 24-12-04 & 27-01-2006	29-07-2004 & 08-04-06	861/E & 1354 29-07-2004 & 29-03-06	23-06-2007
13	Bilavali	Wada	02-03-2002 & 27-12-04, 4-2-06	696 & 1415E, 441 11-02-2002, 24-12-04, 27-01-2004	29-07-2004	861/E 29-07-2004	23-06-2007
14	Dongaste	Wada	02-08-2002 23-08-2003 & 27-12-04	696, 2381 & 1415E, 11-2-2002, 12-08-2003 & 24-12-04	26-06-2004, 08-04-06	739/E, 1354 25-06-2004, 29-03-06	23-06-2007
15	Vyaygadh	Wada	23-08-2003 & 27-12-04, 4-2-2006	2381 & 1415E, 441 12-08-2003 & 24-12-04, 27-1-2006	26-06-2004	739/E 25-06-2004	23-06-2007
16	Chinchghar	Wada	02-03-2002 & 27-12-04, 4-2-2006	696 & 1415E, 441 11-02-2002 & 24-12-04, 27-1-2006	29-07-2004 08-04-06	861/E & 1354 29-07-2004 & 29-03-06	23-06-2007
17	Musarne	Wada	02-03-2002 & 27-12-04 & 04-02-06, 8-4-2006	696 & 1415E & 441, 1353, 11-02-2002, 24-12-04, 27-01-06, 29-3-2006	22-11-2003 & 08-04-06	32-41 & 1354 06-11-03 & 29-03-06	23-06-2007
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1. Dighashi	Bhiwandi	02-03-2002 & 26-6-04 & 29-07-04 & 04-02-06, 27-12-2004, 15-6-2004	696 & 740/E & 858/E & 441, 1415E, 691E 11-02-02, 25-06-04 & 29-07-04 & 27-01-2006 24-12-2004, 14-6-2004	29-07-2004 & 18-03-2006 & 08-04-06	861/E & 1048 & 1354 29-07-2004 & 08-03-2006 & 29-03-06	23-06-2007	
2. Kharivali	Bhiwandi	02-03-02 & 26-07-03 & 23-08-03, 8-4-2006, 27-12-2004	696 & 2060 & 2381, 1415E, 1354 11-02-2002 & 22-07-03 & 12-08-03, 29-03-2006, 24-12-2004	29-07-2004 & 22-11-03 & 26-06-04 & 08-04-06, 18-03-06	861/E & 3241 & 739/E & 1354 & 1048 29-07-2004 & 06-11-03 & 25-06-04 & 29-03-06 & 08-03-06	23-06-2007	
3. Godravali	Bhiwandi	02-03-02, 23-08-03 & 27-12-04	696 & 2381 & 1415E, 11-02-2002 & 12-08-2003 & 24-12-2004	29-07-2004 & 26-06-04 & 08-04-2006	861/E & 739/E & 1354, 29-07-2004 & 25-06-2004 & 29-03-06	23-06-2007	
4. Jambhivali	Bhiwandi	02-03-2002, 27-12-2004, 26-07-2003, 23-08-03, 30-08-03, 04-02-2006	696 & 1415E & & 2060 & 441, 2381, 2461, 1353 11-02-2002 & 24-12-2004 & 22-07-2003 & 12-8-03, 19-8-06, 29-3-06	26-06-2004, 29-07-2004, 18-03-2006, 08-04-06	739/E, 861/E & 1048, 1354 25-06-2004, 29-07-2004 & 08-03-2006 & 29-03-06	23-06-2007	
5. Kirawali Durawali	Bhiwandi	02-03-2002, 26-07-2003, 23-08-2003, 04-02-2006, 27-12-2004	696, 2381, 2060, 441, 1415E 11-02-2002, 22-07-03, 12-08-2003 & 27-01-06, 24-12-2004	29-07-2004, 26-06-04 & 18-03-2006 & 08-04-06	861/E, 739/E & 1048, 1354 29-07-2004, 25-06-04 & 08-03-2006 & 29-03-06	23-06-2007	
6. Lap Budruk	Bhiwandi	02-03-2002, 30-08-2003 04-02-2006, 8-4-2006, 27-12-2004	696, 2461 & 441, 1353, 1415E, 11/02/2002, 19-08-2003 & 27-01-2006, 29-3-2006, 24-12-2004	22-11-2003 & 08-04-2006	3241 & 1354 06-11-2003 & 29-03-2006	23-06-2007	
7. Khaling Budruk	Bhiwandi		696 & 2060 & 1415E & 2381, 1353 11-02-2002 &	& 26-06-04 & 22-11-03 & 08-04-06	739/E & 3241 & 1354, 25-06-04 & 06-11-03 &	23-06-2007	

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8.	Dalepada Bhiwandi		02-03-2002 27-12-2004,	696 & 1415E, 11-02-2002 24-12-2004,	29-07-2004	861/E 29-07-2004	23-06-2007
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10.	Devali Bhiwandi		02-03-2002 & 30-08-03, 27-12-2004	696 & 2461, 1415E 11-02-2002 & 19-08-03, 24-12-2004	22-11-2003 & 26-06-2004	3241 & 739/E 06-11-2003 & 25-06-2004	23-06-2007
11.	Borivali Bhiwandi		02-03-2002 15-6-2004 29-7-2004	696 & 691E, 838E 11-02-2002, 14-6-2004, 29-7-2004	29-07-2004 & 22-11-2003 & 18-03-06	861/E & 3241 & 1048 29-07-2004 & 06-11-2003 08-03-06	23-06-2007
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13.	Anhe Bhiwandi		02-03-2002 & 26-07-03 & 29-07-04 & 04-02-06	696 & 2059 & 858/E & 441, 11-02-2002 & 22-07-2003 & 29-07-2004 & 23-03-2006	29-07-2004 & 18-03-2006 & 08-04-06	861/E & 1048 & 1354 29-07-2004 & 08-03-2006 & 29-03-06	23-06-2007
14.	Vandare Bhiwandi		02-03-2002 & 27-12-2004	696 & 1415E 11-02-2002 & 24-12-04	29-07-2004 & 22-11-03	861/E & 3241 29-07-2004 & 06-11-03	23-06-2007
15.	Sor Bhiwandi		02-03-2002 & 26-07-2003	696 & 2059, 11-02-2002 & 22-7-2003	29-07-2004 & 8-04-06	861/E & 1354 29-07-2004 & 29-03-2006	23-06-2007

1.	Nittas Panvel	02-03-2002 27-12-04, 30-08-03, 26-07-03	697, 1414E, 2462, 2061, 11-2-2002, 24-12-04, 19-08-03, 22-07-03	26-06-04, 18-03-06, 08-04-06	739(E), 1048, 1354 25-06-04, 08-03-06, 29-03-06	23-06-2007
2.	Chikhale Panvel	02-03-2002 27-12-2004, 30-8-2003	697, 1414(E), 2462, 2382	21-06-03 26-06-2004 08-04-06	1693, 739E, 1354, 2847, 26-06-04, 4637,	23-06-2007

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3.	Nitale	Panvel	30-08-03, 02-03-02, 30-8-03, 21-06-03, 23-08-03, 21-06-03,	2462, 697, 2462, 1692, 2382, 1696, 19-08-03, 11-02-02, 19-08-03, 12-06-03, 12-08-03, 12-06-03	08-04-06, 21-06-03	1354, 1693, 29-03-06, 12-06-03	23-06-2007
4.	Vavanje	Panvel	02-03-02, 30-08-03, 23-08-03,	697, 2462, 2382, 11-02-02, 19-08-03, 12-08-03	26-06-04, 21-06-03	739(E), 1693, 25-06-04, 12-06-03	23-06-2007
5.	Mohodar	Panvel	02-03-02, 27-12-04, 30-8-03, 21-06-03, 23-08-03	697, 1414(E), 2462, 1696, 2382, 11-02-02, 24-12-04, 19-08-03, 12-06-03, 12-08-03	08-04-06, 26-06-04, 21-06-03	1354, 739(E), 1693, 29-03-06, 25-06-04, 12-06-03	23-06-2007
6.	Chindran	Panvel	02-03-02, 30-08-03, 23-08-03, 08-04-06	697, 2462, 2382, 1353, 11-02-02, 19-08-03, 12-08-03, 29-03-06	08-04-06, 18-03-06, 21-06-03	1354, 1048, 1693, 29-03-06, 08-03-06, 12-06-03	23-06-2007
7.	Mahalungi	Panvel	02-03-02, 21-06-03, 23-08-03	697, 1696, 2382, 11-02-02, 12-06-03, 12-08-03	26-06-04, 21-06-03	739(E), 1693, 25-06-04, 12-06-03	23-06-2007
08.	Khanav	Panvel	02-03-02, 27-12-04, 21-06-03, 23-08-03	697, 1414(E), 1696, 2382, 11-02-02, 24-12-04, 12-06-03, 12-08-03	21-06-03, 29-07-04, 08-04-06, 20-09-03, 26-06-04	1693, 860(E), 1354, 2646, 739(E), 12-06-03, 29-07-04, 29-03-06, 15-09-03, 25-06-04	23-06-2007

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9.	Vakadi	Panvel	02-03-02, 04-02-06, 27-12-04, 21-06-03, 23-08-03, 08-04-06	697,440, 1414(E), 1696,2382, 1353, 11-02-02, 27-01-06, 24-12-04, 12-06-03, 12-08-03, 29-03-06	08-04-06, 18-07-06, 26-06-04, 21-06-03	1354,1048, 739(E), 1693, 29-03-06, 08-03-06, 25-06-04, 12-06-04,	23-06-2007
10.	Nere	Panvel	02-03-02, 04-02-06, 27-12-04, 30-08-03, 21-06-03, 23-08-03, 08-04-06	697,440, 1414(E), 2462,1696, 2382,1353, 11-02-02, 27-01-06, 24-12-04, 19-08-03, 12-06-03, 12-08-03, 29-03-06	29-07-04, 08-04-06, 26-06-04, 21-06-03	860(E), 1354, 739(E), 1693, 29-07-04, 29-03-06, 25-06-04, 12-06-03	23-06-2007
11.	Vihighar	Panvel	02-03-02, 03-08-03, 21-06-03, 23-08-03,	697,2462, 1696,2382, 11-02-02, 19-08-03, 12-06-03, 12-08-03,	29-07-04, 08-04-06, 26-06-04, 21-06-03, 20-09-03,	860(E), 1354, 739(E), 1693,2646, 29-07-04, 29-03-06, 25-06-04, 12-06-03, 15-09-03,	23-06-2007
12.	Moho	Panvel	02-03-02, 27-12-04, 21-06-03, 23-08-03, 08-04-06	697, 1414(E), 1696,2382, 1353, 11-02-02, 24-12-04, 12-06-03, 12-8-03, 29-03-06	29-07-04, 08-04-06, 18-03-06, 21-06-03	860(E), 1354,1048, 1693, 29-07-04, 29-03-06, 08-03-06, 12-06-03	23-06-2007

1.	Khadavali	Kalyan	02-03-2002	696, 12-02-2002			23-06-2007
2.	Nadgam	Kalyan	04-02-06, 23-08-03, 02-03-02	441,2381, 696, 27-01-06, 12-08-03, 11-02-02	26-06-04, 29-07-04	739(E), 861(E), 25-06-04, 29-07-04	23-06-2007
3.	Raye	Kalyan	23-08-03, 26-07-03, 02-03-02,	2381, 2059,696, 555(E),	26-06-04, 26-07-04	739(E), 861(E), 25-06-04,	23-06-2007

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			11-04-07	12-08-03, 22-07-03, 11-02-02, 04-02-2007		29-07-04	
4.	Chinchavali Kalyan		04-02-06, 23-08-03, 30-07-03, 02-03-02, 27-12-04	441, 2381, 2461, 696, 1415(E), 27-01-06, 12-08-03, 19-08-03, 11-02-02, 24-12-2004	26-06-04, 26-07-04, 18-03-06, 08-04-06	739(E), 861(E), 1048, 1354, 25-06-04, 29-07-04, 08-03-06, 29-03-06	23-06-2007
5.	Utane Kalyan		08-04-06, 23-08-03, 02-03-02, 27-12-04	1353, 2381, 696, 1415(E), 29-03-06, 12-08-03 11-02-02 24-12-2004	26-06-04, 26-07-04, 08-04-06	739(E), 861(E), 1354, 25-06-04, 29-07-04, 29-03-06	23-06-2007
6.	Rundhe Kalyan		02-03-02, 08-04-06, 04-02-06, 26-07-03, 27-12-2004	696, 1353, 441, 2059, 1415(E), 11-02-02 29-03-06, 27-01-06, 22-07-03 24-12-2004	18-03-06, 08-04-06, 29-07-04	1048, 1354, 861(E), 08-03-06, 29-03-06, 29-07-04	23-06-2007
7.	Titwala Kalyan		02-03-02, 26-07-03, 23-08-03	696, 2059, 2381, 11-02-02, 22-07-03, 12-08-03	26-06-04, 18-03-06, 29-07-04	739(E), 1048, 861(E), 25-06-04, 08-03-06, 29-07-04	23-06-2007
8.	Mahaskal Kalyan		02-03-02, 08-04-06, 26-07-03, 23-08-03	696, 1353, 2059, 2381, 11-02-02, 29-03-06, 22-07-03, 12-08-03	26-06-04, 18-03-06, 29-07-04	739(E), 1048, 861(E), 25-06-04, 08-03-06, 29-07-04	23-06-2007
9.	Ghotsai Kalyan		02-03-02, 26-07-03, 23-08-03, 30-08-03, 27-12-2004	696, 2059, 2381, 2461, 1415(E), 11-02-02, 22-07-03, 12-08-03, 15-08-03, 24-12-2004	26-06-04, 18-03-06, 29-07-04	739(E), 1048, 861(E), 25-06-04, 08-03-06, 29-07-04	23-06-2007
10.	Rayate Kalyan		02-03-02, 04-02-06, 26-07-03, 23-08-03,	696, 441, 2059, 2381, 1415(E),	26-06-04, 18-03-06, 29-07-04	739(E), 1048, 861(E), 25-06-04,	23-06-2007

1	2	3	4	5	6	7	8
			27-12-2004	11-02-02, 27-01-06, 22-07-03, 12-08-03, 24-12-2004		08-03-06, 29-07-04	
11.	Vaholi	Kalyan	02-03-02, 26-07-03, 23-08-03, 27-12-2004	696, 2060, 2381, 1415(E), 11-02-02, 22-07-03, 12-08-03, 24-12-2004	26-06-04, 26-07-04	739(E), 861(E), 25-06-04, 29-07-04	23-06-2007
12.	Manjrati	Kalyan	04-02-06	441, 27-01-06			23-06-2007
13.	Apti T. Choun	Kalyan	26-07-03, 23-08-03, 02-03-02, 27-12-2004	2060, 2381, 696, 1415(E), 22-07-03, 12-08-03, 11-02-02, 24-12-2004	26-06-04, 18-03-06, 29-07-04	739(E), 1048, 861(E), 25-06-04, 08-03-06, 29-07-04	23-06-2007
14.	Vasant Shelavati	Kalyan	02-03-02, 30-08-03, 27-12-2004	696, 2461, 1415(E), 11-02-02, 19-08-03, 24-12-2004	26-06-04, 18-03-06, 22-11-03, 29-07-04	739(E), 1048, 3241, 861(E), 25-06-04, 08-03-06, 06-11-03, 29-07-04	23-06-2007
15.	Ambhivati T. Choun	Kalyan	02-03-02, 30-08-03	696, 2641, 11-02-02, 19-08-03,	26-06-04, 29-07-04, 22-11-03	739(E), 861(E), 3241, 25-06-04, 29-07-04, 06-11-03	23-06-2007
16.	Jambhul Moholi	Kalyan	02-03-02, 04-02-06, 26-07-03, 23-08-03	696, 641, 2060, 2381, 11-02-02, 27-01-06, 22-07-03, 12-08-03	26-06-04, 18-03-06, 22-11-03, 29-07-04	739(E), 1048, 3241, 861(E), 25-06-04, 08-03-06, 06-11-03, 29-07-04	23-06-2007
1.	Chikhaloii	Ambarnath	02-03-02, 04-02-06, 26-07-03, 23-08-03, 27-12-2004	696, 641, 2059, 2381, 1415(E), 11-02-02, 27-01-06, 22-07-03, 12-08-03, 24-12-2004	26-06-04, 18-03-06, 22-11-03, 29-07-04, 18-03-06	739(E), 1047, 1354, 3241, 861(E), 1048, 25-06-04, 08-03-06, 29-03-06, 06-11-03, 29-07-04, 18-03-2006	23-06-2007

1	2	3	4	5	6	7	8
2.	Jambhivali	Ambernath	02-03-02, 26-07-03, 27-12-2004	696, 2059, 1415(E), 11-02-02, 22-07-03, 24-12-04			23-06-2007
3.	Kakole	Ambernath	02-03-02, 23-08-03	696, 2381, 11-02-02, 12-08-03	26-06-04, 29-07-04,	739(E), 861(E), 25-06-04, 29-07-04	23-06-2007
4.	Morivali	Ambernath	26-07-03	2059, 22-07-03			23-06-2007
5.	Bohonoli	Ambernath	02-03-02	696, 11-02-02	29-07-04	861(E), 29-07-04	23-06-2007
6.	Shiravali	Ambernath	02-03-02, 27-12-2004	696, 1415(E), 11-02-02, 24-12-2004	08-04-06, 29-07-04	1354, 861(E), 29-03-06, 29-07-04	23-06-2007
7.	Amble	Ambernath	02-03-02, 26-07-03, 23-08-03, 27-12-2004	696, 2059, 2381, 1415(E), 11-02-02, 22-07-03, 12-08-03 24-12-2004	26-06-04, 18-03-06, 08-04-06, 29-07-04	739(E), 1048, 1354, 861(E), 25-06-04, 08-03-06, 29-03-06, 29-07-04	23-06-2007
8.	Kharad	Ambernath	02-03-02, 26-07-03, 23-08-03	696, 2059, 2381, 11-02-02, 23-07-03, 12-08-03	26-06-04,	739(E), 25-06-04	23-06-2007
9.	Kushivali	Ambernath	02-03-02, 04-02-06, 26-07-03	696, 441, 2059, 11-02-02, 27-01-06, 22-07-03	18-03-06	1048, 18-03-06	23-06-2007
10.	Sakharoli	Ambernath	04-02-06, 26-07-03, 30-08-2003	441, 2059, 2461, 27-01-06, 22-07-03 19-08-2003	26-06-04, 18-03-06	739(E), 1048, 25-06-04, 08-03-06	23-06-2007
11.	Wadi	Ambernath	02-03-02, 04-02-06, 26-07-03, 30-08-2003 23-08-2003	696, 441, 2059, 2461 2381, 11-02-02, 27-01-06, 22-07-03, 19-08-2003, 12-08-2003	26-06-04, 18-03-06, 29-07-04	739(E), 1048, 861(E), 25-06-04, 08-03-06, 29-07-04	23-06-2007

[FNo. L-14014/27/10-G.P.]

SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून 2010

क्र.आ. 1493.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर इम्प्लैन्ट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकिनाडा-भासुदेवपुर-हावड़ा गैस पाइपलाइन बिछाई जाने लगी;

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है। श्री श्री इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पदार्थों (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा शक्तिशक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के लिये आवश्यक को घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिससे उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन भारत के राजपत्र में प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, पचास दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री के. गंगाचलम, सहाय प्रशासक, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न. 67-11-21/2, साविसुआ, न्यु रॉयल पब्लिक स्कूल के सामने, एम. के. नगर, काकिनाडा-533003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप से ज्ञापन भेज सकेगा।

अनुसूची

मंडल/ तहसिल/ तालुक :कंचिल	जिला :श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) नुवगडा	57/9	00	13	65
	57/10	00	10	68
	57/8	00	01	02
	59/3	00	07	58
	59/4	00	00	10
	59/2	00	17	05
	60/9	00	21	90
	60/7	00	22	34
	60/6	00	04	61
	60/5	00	12	99
	60/4	00	12	06
2) शासनम	245	00	36	82
	244/1	00	16	72
	173/1	00	23	80
	173/6	00	07	45
	173/2	00	15	66
	172/4	00	05	95
	172/5	00	22	07
	172/6	00	00	59
	172/7	00	07	81
	170	00	27	29
	196/10	00	01	06
	196/3	00	10	48
	196/4	00	13	00
	196/5	00	00	44
	196/1	00	23	63
	196/11	00	00	90
	197	00	13	03
	195/2	00	12	31
	195/3	00	00	10
	195/1	00	07	94
	201/1	00	33	18
	202/2	00	14	26
	204	00	00	33
	163	00	03	54
	145/3	00	22	98
	145/2	00	14	79

1	2	3	4	5
2) शासनम (निरंतर)	145/4	00	12	82
	145/7	00	09	50
	145/8	00	07	19
	144/2	00	00	76
	146/1	00	07	74
	146/4	00	24	90
	146/3	00	05	60
	146/2	00	00	10
	148/2	00	19	44
	148/1	00	08	10
	149	00	02	06
	150/1	00	00	53
	150/2	00	43	35
3) जलन्तराकोट	10/2	00	01	52
	14/1	00	09	98
	13/1	00	03	45
	13/2	00	43	45
	12/3	00	05	00
	12/5	00	01	38
	12/4	00	07	16
	12/2	00	05	28
	25/1	00	13	85
	25/2	00	58	57
	24	00	10	77
	21	00	22	90
	22	00	00	20
	23	00	06	48
	163/1	00	14	17
	163/3	00	36	76
	162/6	00	08	27
	166/1	00	15	47
	160/7	00	00	44
	160/5	00	06	59
	160/4	00	07	49
	160/2	00	18	22
	157/4	00	03	25
	157/2	00	18	47
	157/1	00	07	76
	137/3	00	31	81
	137/1	00	02	30
	138/3	00	42	88
	138/2	00	00	82

1	2	3	4	5
3) जलन्तराकोटा (निरंतर)	138/4	00	01	58
	141/2	00	09	22
	139	00	45	43
	140/6	00	02	40
	140/5	00	21	98
	112/9	00	03	07
	112/16	00	11	32
	124/5	00	08	71
	124/1	00	01	89
	124/2	00	06	14
	123/2	00	05	12
	123/3	00	52	12
	125/2	00	01	07
	122	00	24	04
	120/2	00	36	62
	121	00	28	83
	117/2	00	62	11
	117/1	00	02	85
	113/9	00	00	10
4) जनघाई	52/2	00	21	81
	52/3	00	05	29
	52/4	00	25	40
	44/15	00	11	42
	44/10	00	00	17
	44/14	00	03	73
	44/13	00	09	23
	50/2	00	00	28
	50/1	00	09	27
	50/4	00	00	12
	50/5	00	08	25
	50/6	00	01	02
	50/12	00	02	04
	49/5	00	21	46
	49/6	00	00	36
	49/10	00	08	49
	49/12	00	04	93
	49/11	00	01	45
	49/13	00	09	32
	49/14	00	05	82
	35/12	00	11	28
	35/1	00	18	28
	35/4	00	01	69

1	2	3	4	5
4) जनघाई (निरंतर)	35/3	00	01	70
	35/2	00	01	51
	37/20	00	10	54
	37/21	00	09	79
	36/9	00	00	14
	36/8	00	00	12
	36/7	00	00	90
	36/6	00	01	20
	36/5	00	01	93
	36/2	00	01	25
	36/1	00	02	22
	37/9	00	13	85
5) बोनोमली	356/6	00	07	73
	356/5	00	28	25
	356/4	00	00	10
	356/1	00	05	56
	355/6	00	00	41
	355/7	00	05	12
	355/8	00	03	27
	355/5	00	05	66
	355/9	00	07	09
	355/10	00	02	89
	355/11	00	02	98
	355/12	00	03	13
	355/2	00	06	07
	353/5	00	05	70
	354/8	00	10	86
	354/7	00	01	44
	353/1	00	06	28
	351/12	00	04	46
	351/11	00	01	87
	352/1	00	16	82
	362	00	27	78
	364/19	00	12	70
	364/18	00	01	17
	364/17	00	01	18
	364/16	00	02	39
	364/15	00	01	72
	364/14	00	03	33
	364/13	00	00	57
	366/20	00	00	18
	366/21	00	11	95

1	2	3	4	5
5) बोनोमली (निरंतर)	366/24	00	00	10
	366/25	00	00	34
	366/17	00	02	33
	366/16	00	02	47
	366/14	00	03	52
	366/13	00	09	69
	366/12	00	00	38
	366/11	00	00	30
	366/10	00	00	10
	366/6	00	01	33
	366/3	00	05	46
	366/2	00	00	32
	366/4	00	06	24
	366/5	00	02	61
	371/8	00	01	65
	371/3	00	10	18
	371/7	00	00	49
	371/6	00	00	74
	371/5	00	02	35
	371/4	00	25	30
	376/8	00	01	88
	376/9	00	06	71
	376/7	00	08	51
	376/5	00	10	29
	376/4	00	04	43
	376/3	00	11	57
	377	00	01	48
	378	00	00	18
	379/1	00	00	10
6) भाटमसारीपल्लि	503	00	14	68
	504	00	67	74
7) पुडभद्रा	551/9	00	07	11
	551/8	00	00	10
	551/10	00	00	85
	552	01	02	57
	553	00	06	88
	554	00	45	75
	555	00	02	35
8) पुरुषोत्तमपुरम	70	00	04	89
	69/8	00	00	49
	69/9	00	15	19
	69/10	00	00	10

1	2	3	4	5
8) पुरुषोत्तमपुरम (निरंतर)	69/11	00	03	35
	69/12	00	07	91
	69/15	00	01	36
	69/16	00	04	98
	69/17	00	11	22
	68/16	00	00	10
	68/23	00	09	19
	60/2	00	01	98
	60/1	00	08	76
	60/4	00	20	39
	60/5	00	00	10
	61/13	00	00	10
	58/7	00	03	63
	58/6	00	01	39
	58/8	00	05	07
	58/5	00	05	79
	59/5	00	09	41
	59/6	00	00	74
	59/8	00	00	10
	59/4	00	05	07
	59/3	00	03	68
	53/1	00	00	10
	59/2	00	04	74
	54/2	00	11	41
	54/1	00	01	07
	54/3	00	14	44
	54/4	00	01	67
	54/5	00	07	84
	54/6	00	13	72
	54/7	00	06	42
	54/9	00	05	02
	54/10	00	00	10
	54/8	00	05	46
	34/10	00	01	62
	34/13	00	03	59
	34/14	00	00	19
	34/11	00	07	28
	34/12	00	08	33
	35/16	00	02	90
	35/15	00	00	10
	35/8	00	13	32
	35/7	00	00	22

1	2	3	4	5
8) पुरुषोत्तमपुरम (निरंतर)	35/9	00	01	95
	35/6	00	07	48
	35/5	00	04	55
	35/4	00	11	57
	36/1	00	01	68
	37/8	00	02	81
	37/9	00	04	62
	37/10	00	04	70
	37/6	00	13	12
	37/5	00	00	10
	38/6	00	08	99
	38/5	00	08	55
	38/4	00	01	05
	38/2	00	07	87
	38/3	00	21	38
	43/3	00	06	61
	43/1	00	00	92
	43/4	00	12	07
	43/2	00	01	85
	43/7	00	00	10
	41	00	08	59
	23/6	00	01	13
	26	00	06	07
	15	00	00	10
	12/6	00	08	11
	12/1	00	09	45
	12/2	00	02	79
	13	00	20	62
	11	00	06	66
	6/14	00	10	66
	6/13	00	07	74
	6/12	00	02	12
	6/11	00	04	33
	6/10	00	00	10
	6/9	00	03	56
	6/8	00	04	16
	6/6	00	01	92
	6/5	00	06	19
	6/4	00	02	13
	6/3	00	02	44
	6/2	00	00	53
	7/2	00	02	39

1	2	3	4	5
8) पुरुषोत्तमपुरम (निरंतर)	7/3	00	00	10
	8/2	00	13	23
9) कर्तली (जमीन)	52/11	00	09	08
	52/9	00	01	65
	52/8	00	01	74
	52/7	00	06	43
	52/1	00	13	67
	51	00	00	10
	53/1	00	11	87
	26/3	00	08	90
	26/2	00	05	63
	26/4	00.	00	10
	26/1	00	05	68
	28	00	06	96
	27/6	00	13	78
	27/5	00	14	13
	27/3	00	23	21
	21/10	00	11	29
	21/8	00	00	78
	21/9	00	09	66
	22/6	00	00	10
	20/24	00	02	77
	20/14	00	01	12
	20/12	00	00	10
	20/25	00	15	93
	19/22	00	08	34
	22/1	00	00	92
	17/2	00	02	02
	17/3	00	03	13
	17/4	00	02	26
	17/5	00	12	23
	18/9	00	05	94
	18/8	00	15	27
	16/10	00	01	70
	15/4	00	08	27
	15/5	00	08	63
	15/6	00	01	50
	14/9	00	00	56
	14/10	00	06	44
	14/18	00	02	62
	14/17	00	01	86
	14/12	00	03	24

1	2	3	4	5
9) कर्तली (जमीन) (निरंतर)	14/11	00	14	96
	14/5	00	00	10
	13/8	00	19	18
	13/5	00	02	67
	13/6	00	05	16
	13/7	00	09	77
	9/12	00	00	28
	9/13	00	16	19
	9/11	00	03	18
	9/10	00	01	86
	9/14	00	06	92
	10/10	00	03	82
	10/9	00	03	78
	10/8	00	04	98
	10/7	00	01	32
	10/6	00	01	92
	10/5	00	02	57
	10/4	00	14	84
	10/3	00	07	48
	11/1	00	13	56
10) जाडुपूडी	314/1	00	27	69
	314/2	00	00	10
	315/3	00	15	81
	315/4	00	08	34
	310/3	00	00	43
	310/4	00	15	42
	310/6	00	18	24
	310/7	00	02	55
	308/7	00	12	67
	308/6	00	05	49
	306	00	04	87
	308/5	00	05	58
	308/4	00	00	36
	308/3	00	06	26
	308/2	00	07	63
	307/17	00	10	34
	307/16	00	02	56
	307/14	00	05	95
	307/10	00	02	05
	307/12	00	10	86
	307/13	00	03	45
	300	00	00	14

1	2	3	4	5
10) जाडुपूडी (निरंतर)	297	00	00	10
	301	00	07	64
	296/7	00	07	27
	296/1	00	13	79
	296/2	00	09	59
	295/7	00	02	30
	295/11	00	09	28
	295/8	00	00	35
	295/10	00	07	95
	293/1	00	02	81
	294/8	00	09	14
	294/7	00	04	27
	294/5	00	00	29
	62/11	00	01	02
	62/10	00	06	74
	62/2	00	01	09
	62/9	00	11	99
	62/4	00	02	87
	62/5	00	06	66
	62/6	00	00	10
	61/6	00	04	69
	61/7	00	00	17
	61/5	00	04	81
	61/1	00	19	67
	61/2	00	00	10
	60/14	00	06	30
	60/15	00	02	79
	60/13	00	03	94
	60/12	00	02	54
	60/16	00	06	02
	60/11	00	00	47
	60/5	00	00	10
	60/6	00	04	90
	60/10	00	04	63
	60/9	00	10	46
	60/7	00	00	36
	50/13	00	00	50
	51/2	00	09	46
	51/3	00	10	98
	51/1	00	02	04
	51/4	00	05	14
	51/5	00	08	08

1	2	3	4	5
10) जाडुपूडी (निरंतर)	51/6	00	04	63
	52/16	00	01	10
	52/14	00	00	21
	52/17	00	08	98
	52/19	00	00	65
	52/18	00	01	36
	52/13	00	02	90
	52/12	00	03	84
	52/6	00	02	70
	52/7	00	00	10
	52/3	00	02	37
	52/5	00	02	22
	52/8	00	00	62
	52/4	00	03	51
	52/2	00	01	15
	45/22	00	00	49
	45/23	00	02	70
	45/25	00	00	10
	45/24	00	02	65
	45/20	00	02	86
	45/21	00	00	28
	45/19	00	03	42
	45/18	00	00	43
	45/17	00	01	76
	45/4	00	00	54
	45/5	00	00	10
	45/16	00	01	36
	45/15	00	08	75
	45/14	00	05	40
	45/13	00	00	21
	45/12	00	00	27
	45/11	00	00	37
	45/9	00	00	33
	45/8	00	02	99
	45/7	00	00	32
	44	00	03	05
	12/17	00	01	05
	16/27	00	05	03
	16/26	00	03	93
	16/24	00	10	35
	16/25	00	01	90
	16/5	00	04	05

1	2	3	4	5
10) जाडुपूडी (निरंतर)	16/7	00	00	10
	16/4	00	04	35
	16/8	00	00	57
	16/9	00	00	85
	16/10	00	00	10
	16/13	00	00	74
	16/14	00	00	90
	16/1	00	00	10
	16/2	00	02	12
	16/3	00	02	16
	16/15	00	02	86
	15/4	00	05	73
	15/3	00	00	90
	15/2	00	00	49
	15/5	00	03	82
	15/1	00	00	57
	15/6	00	05	22
	14/10	00	00	92
	14/9	00	00	17
	14/11	00	09	85
	14/5	00	08	94
	14/13	00	03	04
	14/12	00	09	67
	14/16	00	00	37
	14/15	00	00	85
	14/14	00	04	60
	18/2	00	05	76
	18/1	00	11	79
11) गौकरनपुरम	22	00	42	74
	8/16	00	01	64
	8/15	00	08	95
	8/19	00	00	26
	8/18	00	05	07
	8/17	00	03	70
	8/14	00	02	74
	8/13	00	01	35
	8/12	00	08	91
	8/10	00	11	00
	8/11	00	02	19
	8/1	00	02	51
	9	01	74	63
	10/1	00	33	07

1	2	3	4	5
11) गोकर्नपुरम (निरंतर)	11	00	15	03
	13/3	00	00	14
	13/4	00	05	91
	13/1	00	13	34
	13/2	00	01	67
12) केसरपाडा (जमीन)	536	00	03	07
	535/3	00	00	10
	535/4	00	02	58
	535/5	00	02	96
	535/6	00	01	63
	535/7	00	01	98
	535/8	00	04	60
	535/9	00	03	76
	535/10	00	03	60
	535/11	00	02	15
	535/12	00	02	38
	535/13	00	05	26
	535/14	00	01	46
	534/13	00	05	80
	534/14	00	07	73
	534/15	00	04	44
	534/16	00	00	22
	534/17	00	07	98
	534/18	00	03	42
	534/19	00	01	70
	534/20	00	00	10
	533/11	00	00	10
	533/12	00	00	67
	533/13	00	07	36
	531/2	00	06	53
	531/3	00	01	40
	531/4	00	14	80
	531/5	00	03	43
	531/6	00	03	90
	531/7	00	00	77
	531/8	00	06	13
	531/9	00	04	47
	531/11	00	03	30
	531/12	00	00	46
	530/1	00	02	40
	530/9	00	11	47
	518/9	00	01	47

1	2	3	4	5
12) केसरपाडा (जमीन) (निरंतर)	529/1	00	13	39
	529/2	00	06	47
	529/3	00	08	25
	529/5	00	02	55
	519/1	00	04	75
	520/2	00	01	24
	520/3	00	00	64
	520/4	00	01	89
	520/5	00	02	00
	520/6	00	05	15
	520/7	00	01	24
	520/10	00	27	84
	520/11	00	07	76
	521	00	01	02
	522	00	05	90
	492/1	00	05	61
	492/2	00	01	15
	492/3	00	04	31
	492/4	00	02	86
	492/5	00	00	42
	493/2	00	04	65
	493/3	00	01	35
	493/4	00	03	74
	493/5	00	02	20
	493/8	00	04	18
	494/1	00	04	76
	494/4	00	05	50
	494/5	00	03	69
	494/6	00	01	32
	495	00	16	13
	496/10	00	04	71
	496/11	00	03	00
	483/6	00	00	82
	483/13	00	00	31
	483/15	00	04	00
	483/16	00	04	26
	483/17	00	05	13
	483/18	00	05	61
	483/19	00	05	18
	483/20	00	03	93
	484	00	25	14
	485/1	00	01	95

1	2	3	4	5
12) केसरपाठा (जमीन) (निरतर)	485/2	00	00	10
	485/5	00	00	21
13) धिन्नलकोट	330/1	00	17	82
	331/1	00	06	90
	331/7	00	04	74
	331/8	00	03	88
	331/9	00	06	82
	331/10	00	05	73
	334/9	00	00	14
	334/10	00	08	47
	334/11	00	07	51
	334/12	00	06	14
	334/13	00	04	95
	334/16	00	06	30
	325/10	00	03	60
	325/11	00	04	91
	327	00	00	10
	326	00	08	17
14) सप्तता राधचन्द्रपुर	125/8	00	01	28
	125/7	00	06	49
	125/14	00	00	65
	125/6	00	08	02
	125/5	00	06	25
	125/4	00	02	38
	125/2	00	13	22
	125/1	00	00	10
15) पदमातुला	126	00	39	74
	127	00	22	84
	128/16	00	04	16
	128/18	00	00	93
	128/17	00	01	09
	128/15	00	04	52
	128/14	00	02	04
	128/13	00	02	10
	128/2	00	00	27
	128/3	00	00	49
	128/1	00	10	23
	129/5	00	00	40
	129/4	00	00	10
	129/1	00	23	69
	130/1	00	00	10
	130/2	00	04	44

1	2	3	4	5
15) पदमातुला (निरंतर)†	130/3	00	10	84
	130/12	00	00	12
	130/4	00	01	75
	130/5	00	03	50
	130/6	00	02	36
	130/7	00	04	97
	130/8	00	02	12

[फा सं. एल. - 14014/53/2009-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 4th June, 2010

s. O. 1493.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2, Savisuja, Opp New Centuary Public School, L.B. Nagar, Kakinada - 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Kanchili		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Nuvagada	57/9	00	13	85	
	57/10	00	10	68	
	57/8	00	01	02	
	59/3	00	07	58	
	59/4	00	00	10	
	59/2	00	17	05	
	60/9	00	21	90	
	60/7	00	22	34	
	60/6	00	04	61	
	60/5	00	12	99	
	60/4	00	12	06	
2) Sasanam	245	00	36	82	
	244/1	00	16	72	
	173/1	00	23	80	
	173/6	00	07	45	
	173/2	00	15	66	
	172/4	00	05	95	
	172/5	00	22	07	
	172/6	00	00	59	
	172/7	00	07	81	
	170	00	27	29	
	196/10	00	01	06	
	196/3	00	10	48	
	196/4	00	13	00	
	196/5	00	00	44	
	196/1	00	23	63	
	196/11	00	00	99	
	197	00	13	03	
	195/2	00	12	91	
	195/3	00	00	10	
	195/1	00	07	94	
	201/1	00	33	18	
	202/2	00	14	26	
	204	00	00	33	
	163	00	03	54	
	145/3	00	22	96	
	145/2	00	14	79	

1	2	3	4	5
2) Sasaram (Contd)	145/4	00	12	82
	145/7	00	09	50
	145/8	00	07	19
	144/2	00	00	76
	146/1	00	07	74
	146/4	00	24	90
	146/3	00	05	60
	146/2	00	00	10
	148/2	00	19	44
	148/1	00	08	10
	149	00	02	06
	150/1	00	00	53
	150/2	00	43	35
3) Jalantharakota	10/2P	00	01	52
	14/1	00	09	98
	13/1	00	03	45
	13/2	00	43	45
	12/3	00	05	00
	12/5	00	01	38
	12/4	00	07	16
	12/2	00	05	28
	25/1	00	13	85
	25/2	00	58	57
	24	00	10	77
	21	00	22	90
	22	00	00	20
	23	00	06	48
	163/1	00	14	17
	163/3	00	36	76
	162/6	00	08	27
	166/1	00	15	47
	160/7	00	00	44
	160/5	00	06	59
	160/4	00	07	49
	160/2	00	18	22
	157/4	00	03	25
	157/2	00	18	47
	157/1	00	07	76
	137/3	00	31	81
	137/1	00	02	30
	138/3	00	42	88
	138/2	00	00	82

1	2	3	4	5
3) Jalandharakota (Contd)	138/4	00	01	58
	141/2	00	09	22
	139	00	45	43
	140/6	00	02	40
	140/5	00	21	98
	112/9	00	03	07
	112/16	00	11	32
	124/5	00	08	71
	124/1	00	01	89
	124/2	00	06	14
	123/2	00	05	12
	123/3	00	52	12
	125/2	00	01	07
	122	00	24	04
	120/2	00	36	62
	121	00	28	83
	117/2	00	62	11
	117/1	00	02	85
	113/9	00	00	10
4) Janaghai	52/2	00	21	81
	52/3	00	05	29
	52/4	00	25	40
	44/15	00	11	42
	44/10	00	00	17
	44/14	00	03	73
	44/13	00	09	23
	50/2	00	00	28
	50/1	00	09	27
	50/4	00	00	12
	50/5	00	08	25
	50/6	00	01	02
	50/12	00	02	04
	49/5	00	21	46
	49/6	00	00	36
	49/10	00	08	49
	49/12	00	04	93
	49/11	00	01	45
	49/13	00	09	32
	49/14	00	05	82
	35/12	00	11	28
	35/1	00	18	28
	35/4	00	01	69

1	2	3	4	5
4) Janaghai (Contd)	35/3	00	01	70
	35/2	00	04	31
	37/20	00	10	34
	37/21	00	09	79
	36/9	00	00	14
	36/8	00	00	12
	36/7	00	00	90
	36/6	00	01	20
	36/5	00	01	93
	36/2	00	01	25
	36/1	00	02	22
	37/9	00	13	85
5) Bonomali	356/6	00	07	73
	356/5	00	28	25
	356/4	00	00	10
	356/1	00	05	56
	355/6	00	00	41
	355/7	00	05	12
	355/8	00	03	27
	355/5	00	05	66
	355/9	00	07	09
	355/10	00	02	89
	355/11	00	02	98
	355/12	00	03	13
	355/2	00	06	07
	353/5	00	05	70
	354/8	00	10	86
	354/7	00	01	44
	353/1	00	06	28
	351/12	00	04	46
	351/11	00	01	87
	352/1	00	16	82
	362	00	27	78
	364/19	00	12	70
	364/18	00	01	17
	364/17	00	01	18
	364/16	00	02	39
	364/15	00	01	72
	364/14	00	03	33
	364/13	00	00	57
	366/20	00	00	18
	366/21	00	11	95

1	2	3	4	5
5) Bonomali (Contd)	366/24	00	00	10
	366/25	00	00	34
	366/17	00	02	33
	366/16	00	02	47
	366/14	00	03	52
	366/13	00	09	69
	366/12	00	00	38
	366/11	00	00	30
	366/10	00	00	10
	366/6	00	01	33
	366/3	00	05	46
	366/2	00	00	32
	366/4	00	06	24
	366/5	00	02	61
	371/8	00	01	65
	371/3	00	10	18
	371/7	00	00	49
	371/6	00	00	74
	371/5	00	02	35
	371/4	00	25	30
	376/8	00	01	88
	376/9	00	06	71
	376/7	00	08	51
	376/5	00	10	29
	376/4	00	04	43
	376/3	00	11	57
	377	00	01	48
	378	00	00	18
	379/1	00	00	10
6) Matamsaripalli	503	00	14	68
	504	00	67	74
7) Pudabhadra	551/9	00	07	11
	551/8	00	00	10
	551/10	00	00	85
	552	01	02	57
	553	00	06	88
	554	00	45	75
	555	00	02	35
8) Purushothampuram	70	00	04	89
	69/8	00	00	49
	69/9	00	15	19
	69/10	00	00	10

1	2	3	4	5
8) Purushothampuram (Contd)	69/11	00	03	35
	69/12	00	07	91
	69/15	00	01	36
	69/16	00	04	98
	69/17	00	11	22
	68/16	00	00	10
	68/23	00	09	19
	60/2	00	01	98
	60/1	00	08	76
	60/4	00	20	39
	60/5	00	00	10
	61/13	00	00	10
	58/7	00	03	63
	58/6	00	01	39
	58/8	00	05	07
	58/5	00	05	79
	59/3	00	09	41
	59/6	00	00	74
	59/8	00	00	10
	59/4	00	05	07
	59/3	00	03	68
	53/1	00	00	10
	59/2	00	04	74
	54/2	00	11	41
	54/1	00	01	07
	54/3	00	14	44
	54/4	00	01	67
	54/5	00	07	84
	54/6	00	13	72
	54/7	00	06	42
	54/9	00	05	02
	54/10	00	00	10
	54/8	00	05	46
	34/10	00	01	62
	34/13	00	03	59
	34/14	00	00	19
	34/11	00	07	28
	34/12	00	08	33
	35/16	00	02	90
	35/15	00	00	10
	35/8	00	13	32
	35/7	00	00	22

1	2	3	4	5
8) Purushothampuram (Contd)	35/9	00	01	95
	35/6	00	07	48
	35/5	00	04	55
	35/4	00	11	57
	36/1	00	01	68
	37/8	00	02	81
	37/9	00	04	62
	37/10	00	04	70
	37/6	00	13	12
	37/5	00	00	10
	38/6	00	08	99
	38/5	00	08	55
	38/4	00	01	05
	38/2	00	07	87
	38/3	00	21	38
	43/3	00	06	61
	43/1	00	00	92
	43/4	00	12	07
	43/2	00	01	85
	43/7	00	00	10
	41	00	08	59
	23/6	00	01	13
	26	00	06	07
	15	00	00	10
	12/6	00	08	11
	12/1	00	09	45
	12/2	00	02	79
	13	00	20	62
	11	00	06	66
	6/14	00	10	66
	6/13	00	07	74
	6/12	00	02	12
	6/11	00	04	33
	6/10	00	00	10
	6/9	00	03	56
	6/8	00	04	16
	6/6	00	01	92
	6/5	00	06	19
	6/4	00	02	13
	6/3	00	02	44
	6/2	00	00	53
	7/2	00	02	39

1	2	3	4	5
8) Purushothampuram (Contd)	7/3	00	00	10
	8/2	00	13	23
9) Kartali (Zamin)	52/11	00	09	08
	52/9	00	01	65
	52/8	00	01	74
	52/7	00	06	43
	52/1	00	13	67
	51	00	00	10
	53/1	00	11	87
	26/3	00	08	90
	26/2	00	05	63
	26/4	00	00	10
	26/1	00	05	68
	28	00	06	96
	27/6	00	13	78
	27/5	00	14	13
	27/3	00	23	21
	21/10	00	11	29
	21/8	00	00	78
	21/9	00	09	66
	22/6	00	00	10
	20/24	00	02	77
	20/14	00	01	12
	20/12	00	00	10
	20/25	00	15	93
	19/22	00	08	34
	22/1	00	00	92
	17/2	00	02	02
	17/3	00	03	13
	17/4	00	02	26
	17/5	00	12	23
	18/9	00	05	94
	18/8	00	15	27
	16/10	00	01	70
	15/4	00	08	27
	15/5	00	08	63
	15/6	00	01	50
	14/9	00	00	56
	14/10	00	06	44
	14/18	00	02	62
	14/17	00	01	86
	14/12	00	03	24

1	2	3	4	5
9) Kartali (Zamin) (Contd)	14/11	00	14	96
	14/5	00	00	10
	13/8	00	19	18
	13/5	00	02	67
	13/6	00	05	16
	13/7	00	09	77
	9/12	00	00	28
	9/13	00	16	19
	9/11	00	03	18
	9/10	00	01	86
	9/14	00	06	92
	10/10	00	03	82
	10/9	00	03	78
	10/8	00	04	98
	10/7	00	01	32
	10/6	00	01	92
	10/5	00	02	57
	10/4	00	14	84
	10/3	00	07	48
	11/1	00	13	56
10) Jadupudi	314/1	00	27	69
	314/2	00	00	10
	315/3	00	15	81
	315/4	00	08	34
	310/3	00	00	43
	310/4	00	15	42
	310/6	00	18	24
	310/7	00	02	55
	308/7	00	12	67
	308/6	00	05	49
	306	00	04	87
	308/5	00	05	58
	308/4	00	00	36
	308/3	00	06	26
	308/2	00	07	63
	307/17	00	10	34
	307/16	00	02	56
	307/14	00	05	95
	307/10	00	02	05
	307/12	00	10	86
	307/13	00	03	45
	300	00	00	14

1	2	3	4	5
10) Jadupudi (Contd)	297	00	00	10
	301	00	07	64
	296/7	00	07	27
	296/1	00	13	79
	296/2	00	09	59
	295/7	00	02	30
	295/11	00	09	28
	295/8	00	00	35
	295/10	00	07	95
	293/1	00	02	81
	294/8	00	09	14
	294/7	00	04	27
	294/5	00	00	29
	62/11	00	01	02
	62/10	00	06	74
	62/2	00	01	09
	62/9	00	11	99
	62/4	00	02	87
	62/5	00	06	66
	62/6	00	00	10
	61/6	00	04	69
	61/7	00	00	17
	61/5	00	04	81
	61/1	00	19	67
	61/2	00	00	10
	60/14	00	06	30
	60/15	00	02	79
	60/13	00	03	94
	60/12	00	02	54
	60/16	00	06	02
	60/11	00	00	47
	60/5	00	00	10
	60/6	00	04	90
	60/10	00	04	63
	60/9	00	10	46
	60/7	00	00	36
	50/13	00	00	50
	51/2	00	09	46
	51/3	00	10	98
	51/1	00	02	04
	51/4	00	05	14
	51/5	00	08	08

1	2	3	4	5
10) Jadupudi (Contd)	51/6	00	04	63
	52/16	00	01	10
	52/14	00	00	21
	52/17	00	08	98
	52/19	00	00	65
	52/18	00	01	36
	52/13	00	02	90
	52/12	00	03	84
	52/6	00	02	70
	52/7	00	00	10
	52/3	00	02	37
	52/5	00	02	22
	52/8	00	00	62
	52/4	00	03	51
	52/2	00	01	15
	45/22	00	00	49
	45/23	00	02	70
	45/25	00	00	10
	45/24	00	02	65
	45/20	00	02	86
	45/21	00	00	28
	45/19	00	03	42
	45/18	00	00	43
	45/17	00	01	76
	45/4	00	00	54
	45/5	00	00	10
	45/16	00	01	36
	45/15	00	08	75
	45/14	00	05	40
	45/13	00	00	21
	45/12	00	00	27
	45/11	00	00	37
	45/9	00	00	33
	45/8	00	02	99
	45/7	00	00	32
	44	00	03	05
	12/17	00	01	05
	16/27	00	05	03
	16/26	00	03	93
	16/24	00	10	35
	16/25	00	01	90
	16/5	00	04	05

1	2	3	4	5
10) Jadupudi (Contd)	16/7	00	00	10
	16/4	00	04	35
	16/8	00	00	57
	16/9	00	00	85
	16/10	00	00	10
	16/13	00	00	74
	16/14	00	00	90
	16/1	00	00	10
	16/2	00	02	12
	16/3	00	02	16
	16/15	00	02	86
	15/4	00	05	73
	15/3	00	00	90
	15/2	00	00	49
	15/5	00	03	82
	15/1	00	00	57
	15/6	00	05	22
	14/10	00	00	92
	14/9	00	00	17
	14/11	00	09	85
	14/5	00	08	94
	14/13	00	03	04
	14/12	00	09	67
	14/16	00	00	37
	14/15	00	00	85
	14/14	00	04	60
	18/2	00	05	76
	18/1	00	11	79
11) Gokarnapuram	22	00	42	74
	8/16	00	01	64
	8/15	00	08	95
	8/19	00	00	26
	8/18	00	05	07
	8/17	00	03	70
	8/14	00	02	74
	8/13	00	01	35
	8/12	00	08	91
	8/10	00	11	00
	8/11	00	02	19
	8/1	00	02	51
	9	01	74	63
	10/1	00	33	07

1	2	3	4	5
11) Gokarnapuram (Contd)	11	00	15	03
	13/3	00	00	14
	13/4	00	05	91
	13/1	00	13	34
	13/2	00	01	67
12) Kesarapada (Zamin)	536	00	03	07
	535/3	00	00	10
	535/4	00	02	58
	535/5	00	02	96
	535/6	00	01	63
	535/7	00	01	98
	535/8	00	04	60
	535/9	00	03	76
	535/10	00	03	60
	535/11	00	02	15
	535/12	00	02	38
	535/13	00	05	26
	535/14	00	01	46
	534/13	00	05	80
	534/14	00	07	73
	534/15	00	04	44
	534/16	00	00	22
	534/17	00	07	98
	534/18	00	03	42
	534/19	00	01	70
	534/20	00	00	10
	533/11	00	00	10
	533/12	00	00	67
	533/13	00	07	36
	531/2	00	06	53
	531/3	00	01	40
	531/4	00	14	80
	531/5	00	03	43
	531/6	00	03	90
	531/7	00	00	77
	531/8	00	06	13
	531/9	00	04	47
	531/11	00	03	30
	531/12	00	00	46
	530/1	00	02	40
	530/9	00	11	47
	518/9	00	01	47

1	2	3	4	5
12) Kesarapada (Zamin) (Contd)	529/1	00	13	39
	529/2	00	06	47
	529/3	00	08	25
	529/5	00	02	55
	519/1	00	04	75
	520/2	00	01	24
	520/3	00	00	64
	520/4	00	01	89
	520/5	00	02	00
	520/6	00	05	15
	520/7	00	01	24
	520/10	00	27	84
	520/11	00	07	76
	521	00	01	02
	522	00	05	90
	492/1	00	05	61
	492/2	00	01	15
	492/3	00	04	31
	492/4	00	02	86
	492/5	00	00	42
	493/2	00	04	65
	493/3	00	01	35
	493/4	00	03	74
	493/5	00	02	20
	493/8	00	04	18
	494/1	00	04	76
	494/4	00	05	50
	494/5	00	03	69
	494/6	00	01	32
	495	00	16	13
	496/10	00	04	71
	496/11	00	03	00
	483/6	00	00	82
	483/13	00	00	31
	483/15	00	04	00
	483/16	00	04	26
	483/17	00	05	13
	483/18	00	05	61
	483/19	00	05	18
	483/20	00	03	93
	484	00	25	14
	485/1	00	01	95

1	2	3	4	5
12) Kesarapada (Zamin) (Contd)	485/2	00	00	10
	485/5	00	00	21
13) Bhinnalakothuru	330/1	00	17	82
	331/1	00	06	90
	331/7	00	04	71
	331/8	00	03	86
	331/9	00	06	82
	331/10	00	05	73
	334/9	00	00	14
	334/10	00	08	47
	334/11	00	07	51
	334/12	00	06	14
	334/13	00	04	95
	334/16	00	06	30
	325/10	00	03	60
	325/11	00	04	91
	327	00	00	10
	326	00	08	17
14) Samantha Ramachandrapuram	125/8	00	01	28
	125/7	00	06	49
	125/14	00	00	65
	125/6	00	08	02
	125/5	00	06	25
	125/4	00	02	38
	125/2	00	13	22
	125/1	00	00	10
15) Padmathula	126	00	39	74
	127	00	22	84
	128/16	00	04	16
	128/18	00	00	93
	128/17	00	01	09
	128/15	00	04	52
	128/14	00	02	04
	128/13	00	02	10
	128/2	00	00	27
	128/3	00	00	49
	128/1	00	10	23
	129/5	00	00	40
	129/4	00	00	10
	129/1	00	23	69
	130/1	00	00	10
	130/2	00	04	44

1	2	3	4	5
15) Padmathula (Contd)	130/3	00	10	84
	130/12	00	00	12
	130/4	00	01	75
	130/5	00	03	50
	130/6	00	02	36
	130/7	00	04	97
	130/8	00	02	12

[F. No. L-14014/53/2009-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून 2010

का. आ. 1494.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेबपुर हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिमूचना में उपावृत्त अनुमूर्ची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए :

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुमूर्ची में वर्णित भूमि में द्वित्वरुद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिमूचना की प्रतियाँ माघारण जनता को उपलब्ध करा दी जानी हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपायोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-2 1/2, मावियुजा, न्यु मेंचुंगी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा - 533 003, पूर्वी गोंदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक ऽकविटि	जिला ऽश्रीकाकुलम	गन्ज ऽ आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) बेलगाम	208/11	00	02	31
	208/10	00	01	12
	208/9	00	00	97
	208/12	00	09	18
	208/8	00	04	65
	208/7	00	00	50
	208/6	00	04	08
	208/5	00	04	82
	208/4	00	02	63
	208/2	00	01	64
	208/1	00	01	09
	208/13	00	06	83
	209/16	00	01	98
	209/15	00	03	36
	209/14	00	05	48
	209/9	00	00	32
	209/7	00	09	62
	209/8	00	02	26
	209/17	00	00	60
	209/5	00	00	20
	209/6	00	06	12
	209/3	00	08	54
	209/4	00	03	14
	195	00	12	25
	192/5	00	09	99
	192/3	00	06	76
	192/9	00	02	24
	192/11	00	02	35
	192/12	00	00	41
	192/10	00	19	08
	193/10	00	00	90
	193/12	00	01	16
	193/14	00	01	23
	193/15	00	03	38
	193/23	00	02	74
	193/21	00	04	47
	193/16	00	02	64

1	2	3	4	5
1) वेलगाम (निरंतर)	193/17	00	06	02
	193/19	00	00	43
	193/18	00	02	19
	193/11	00	00	10
	193/3	00	07	22
	193/2	00	03	12
	191/1	00	04	51
	191/2	00	03	37
	191/11	00	00	73
	191/10	00	13	89
	191/4	00	01	81
	191/7	00	00	68
	191/5	00	04	10
	182/5	00	00	86
	174/19	00	02	84
	174/4	00	00	56
	174/3	00	09	80
	174/2	00	03	01
	174/1	00	03	88
	174/5	00	00	56
	174/6	00	00	90
	174/7	00	03	08
	174/11	00	08	46
	173/12	00	01	28
	173/13	00	01	87
	173/17	00	05	18
	173/16	00	08	75
	173/15	00	01	77
	173/14	00	01	73
	173/7	00	06	89
	173/9	00	01	42
	173/8	00	00	81
	173/4	00	00	46
	173/5	00	01	53
	173/6	00	01	71
	172/15	00	01	29
	172/16	00	00	47
	172/10	00	03	79
	172/9	00	00	60
	172/5	00	00	86

1	2	3	4	5
1) बेलगाम (निरंतर)	172/4	00	02	92
	172/1	00	03	36
	172/2	00	00	10
	171/10	00	00	74
	171/11	00	05	01
	171/12	00	02	59
	171/19	00	02	92
	171/20	00	02	72
	171/21	00	02	24
	171/22	00	02	20
	171/24	00	02	46
	170/21	00	03	73
	170/17	00	07	00
	170/14	00	01	18
	170/15	00	01	16
	170/16	00	00	67
	170/8	00	05	98
	170/7	00	02	71
	170/6	00	03	57
	170/5	00	00	13
	170/1	00	07	93
	170/3	00	06	89
	170/2	00	01	43
	161/3	00	03	37
	161/1	00	05	66
	61	00	04	75
	60/15	00	00	10
	60/4	00	14	98
	60/3	00	03	55
	60/14	00	00	10
	60/11	00	04	43
	60/2	00	00	43
	60/5	00	00	17
	60/6	00	00	20
	60/7	00	00	19
	60/8	00	03	71
	60/9	00	03	17
	59/17	00	01	03
	59/11	00	00	51
	59/12	00	03	35

1	2	3	4	5
1) बेलगाम (निरंतर)	59/13	00	07	14
	59/14	00	03	11
	59/15	00	00	44
	59/16	00	00	16
	59/3	00	09	28
	46/10	00	05	89
	46/5	00	05	97
	46/4	00	02	85
	45	00	28	61
	44/18	00	11	98
	44/19	00	04	79
	44/17	00	02	89
	44/20	00	00	13
	44/16	00	10	99
	44/21	00	03	78
	44/14	00	16	62
	44/15	00	03	94
	44/11	00	00	10
	44/12	00	02	83
	44/13	00	02	30
	43/14	00	03	18
	43/8	00	04	62
	43/6	00	03	41
	43/5	00	00	15
	43/7	00	11	20
	32/23	00	01	28
	32/22	00	01	37
	32/21	00	01	96
	32/20	00	03	70
	37/4	00	00	10
	37/1	00	11	01
	37/2	00	02	98
	36/15	00	00	74
	36/9	00	02	08
	36/10	00	09	33
	36/11	00	00	72
	36/8	00	04	89
	36/7	00	02	88
	36/5	00	01	31
	36/6	00	02	49

1	2	3	4	5
1) बेलगाम (निरंतर)	36/4	00	00	19
	36/3	00	02	46
	36/2	00	00	84
	35/14	00	00	10
	35/15	00	03	90
	35/23	00	04	47
	35/22	00	02	50
	35/16	00	01	57
	35/17	00	00	14
	35/18	00	00	71
	35/19	00	01	41
	35/20	00	00	97
	35/21	00	01	13
	35/9	00	00	22
	32/17	00	02	28
	32/24	00	03	60
	32/18	00	00	10
	32/14	00	03	24
	32/19	00	06	50
2) सिलिगाम	15/2	00	20	60
	15/1	00	00	94
	14/1	00	41	55
	14/2	00	00	10
	4/3	00	07	41
	4/4	00	03	78
	4/5	00	00	10
	5/1	00	09	31
3) कारपाडु	91/1	00	00	14
	91/2	00	12	68
	91/3	00	02	00
	91/5	00	00	65
	91/6	00	00	10
	91/8	00	04	87
	91/9	00	05	93
	91/11	00	00	10
	91/12	00	01	26
	91/13	00	02	08
	91/14	00	03	80
	91/15	00	02	47
	91/16	00	09	25

1	2	3	4	5
3) कारपाडु (निरंतर)	55/14	00	01	69
	55/16	00	00	10
	55/15	00	05	52
	55/9	00	09	25
	55/3	00	01	35
	55/2	00	00	25
	55/4	00	08	32
	55/5	00	00	19
	54/17	00	07	72
	56/13	00	00	94
	56/12	00	03	60
	54/16	00	01	61
	56/11	00	07	38
	56/10	00	00	50
	54/6	00	04	16
	56/9	00	05	42
	54/5	00	01	60
	54/3	00	00	10
	56/8	00	05	36
	56/1	00	13	01
	57/14	00	02	00
	57/15	00	04	55
	57/13	00	06	99
	57/11	00	06	89
	57/12	00	13	26
	57/3	00	02	62
	57/4	00	05	86
	57/5	00	00	50
	57/1	00	08	66
	51/2	00	01	05
	51/3	00	14	86
	51/4	00	05	77
	51/5	00	03	78
	51/6	00	05	03
	47/14	00	08	39
	47/13	00	04	02
	47/12	00	03	74
	47/7	00	08	54
	47/8	00	06	11
	47/9	00	00	55

1	2	3	4	5
3) कारपाडु (निरंतर)	47/10	00	00	35
	41	00	13	94
	40	00	00	50
	34/7	00	00	23
	34/8	00	09	19
	34/9	00	03	29
	34/10	00	01	00
	34/6	00	20	84
	33/7	00	03	26
	33/8	00	09	49
	33/3	00	14	13
	33/2	00	03	59
	35/16	00	02	40
	33/1	00	10	89
	35/15	00	00	35
	35/6	00	03	19
	35/5	00	06	43
	35/2	00	07	20
	35/1	00	06	36
	35/3	00	01	54
	30/19	00	02	89
	29/7	00	06	45
	29/10बी	00	00	41
	29/6	00	08	09
	29/8	00	06	08
	29/5	00	09	06
	29/4	00	11	79
	29/3	00	09	94
	28/10	00	00	35
	28/11	00	05	49
	27/2	00	01	91
	28/6	00	01	19
	27/1	00	19	60
	28/2	00	00	64
	27/4	00	04	46
	22/2	00	30	34
	22/3	00	07	03
	23	00	27	13

मंडल/ तेहसिल/ तालुका प्रशासन	मिना अर्थिकायुक्त	राज्य : आन्ध्र प्रदेश		
1) मशगपुरम	101	00	34	06
	61/3	00	27	88

1	2	3	4	5
मशमपुरम (निरंतर)	62/1	00	20	05
	62/2	00	00	40
	59	00	07	22
	58/8	00	01	50
	58/9	00	10	49
	58/11	00	01	42
	58/12	00	7	35
	66	00	01	73
	67/1	00	24	71
	67/3	00	00	45
	67/4	00	10	15
	72/4	00	15	34
	72/5	00	01	08
	72/11	00	1	26
	72/12	00	00	72
	72/13	00	01	51
	72/10	00	01	01
	72/6	00	00	10
	72/7	00	01	07
	72/8	00	05	60
	72/9	00	07	75
	70/1	00	01	51
	71/14	00	01	39
	71/15	00	04	50
	71/21	00	02	17
	71/16	00	06	50
	71/12	00	1	55
	77/9	00	00	84
	71/17	00	01	72
	77/10	00	01	40
	77/11	00	13	24
	77/19	00	00	02
	77/18	00	01	51
	77/17	00	01	34
	77/16	00	02	46
	77/15	00	01	05
	77/14	00	01	34
	77/13	00	05	96
	77/12	00	02	55
	78/15	00	05	17

1	2	3	4	5
1) मशगपुरम (निरंतर)	79/12	00	02	55
	79/11	00	03	25
	79/10	00	08	82
	79/8	00	00	10
	79/9	00	05	89
	79/16	00	08	07
	79/7	00	11	16
	79/6	00	00	52
	79/1	00	01	71
	42/7	00	03	12
	42/17	00	05	66
	42/16	00	10	07
	42/15	00	06	10
	42/14	00	09	17
	42/8	00	01	74
	42/10	00	02	07
	42/11	00	02	68
	42/13	00	00	69
	41/1	00	00	39
	41/10	00	00	92
2) रत्तकन्ना	158/5	00	06	69
	158/4	00	08	93
	158/3	00	08	68
	158/1	00	11	65
	158/2	00	04	77
	97/3	00	01	69
	97/9	00	08	59
	97/8	00	03	22
	97/7	00	03	07
	97/6	00	02	43
	97/10	00	01	88
	97/5	00	04	75
	97/11	00	07	86
	97/12	00	00	24
	97/13	00	00	10
	96/19	00	05	00
	96/11	00	01	75
	96/10	00	01	04
	95/11	00	03	53
	95/10	00	07	85

Date	Description	Amount	Balance	Total (ii)
01/12	1000	1000	1000	1000
02/12	1000	1000	1000	1000
03/12	1000	1000	1000	1000
04/12	1000	1000	1000	1000
05/12	1000	1000	1000	1000
06/12	1000	1000	1000	1000
07/12	1000	1000	1000	1000
08/12	1000	1000	1000	1000
09/12	1000	1000	1000	1000
10/12	1000	1000	1000	1000
11/12	1000	1000	1000	1000
12/12	1000	1000	1000	1000
13/12	1000	1000	1000	1000
14/12	1000	1000	1000	1000
15/12	1000	1000	1000	1000
16/12	1000	1000	1000	1000
17/12	1000	1000	1000	1000
18/12	1000	1000	1000	1000
19/12	1000	1000	1000	1000
20/12	1000	1000	1000	1000
21/12	1000	1000	1000	1000
22/12	1000	1000	1000	1000
23/12	1000	1000	1000	1000
24/12	1000	1000	1000	1000
25/12	1000	1000	1000	1000
26/12	1000	1000	1000	1000
27/12	1000	1000	1000	1000
28/12	1000	1000	1000	1000
29/12	1000	1000	1000	1000
30/12	1000	1000	1000	1000
31/12	1000	1000	1000	1000
01/01	1000	1000	1000	1000
02/01	1000	1000	1000	1000
03/01	1000	1000	1000	1000
04/01	1000	1000	1000	1000
05/01	1000	1000	1000	1000
06/01	1000	1000	1000	1000
07/01	1000	1000	1000	1000
08/01	1000	1000	1000	1000
09/01	1000	1000	1000	1000
10/01	1000	1000	1000	1000
11/01	1000	1000	1000	1000
12/01	1000	1000	1000	1000
13/01	1000	1000	1000	1000
14/01	1000	1000	1000	1000
15/01	1000	1000	1000	1000
16/01	1000	1000	1000	1000
17/01	1000	1000	1000	1000
18/01	1000	1000	1000	1000
19/01	1000	1000	1000	1000
20/01	1000	1000	1000	1000
21/01	1000	1000	1000	1000
22/01	1000	1000	1000	1000
23/01	1000	1000	1000	1000
24/01	1000	1000	1000	1000
25/01	1000	1000	1000	1000
26/01	1000	1000	1000	1000
27/01	1000	1000	1000	1000
28/01	1000	1000	1000	1000
29/01	1000	1000	1000	1000
30/01	1000	1000	1000	1000
31/01	1000	1000	1000	1000
01/02	1000	1000	1000	1000
02/02	1000	1000	1000	1000
03/02	1000	1000	1000	1000
04/02	1000	1000	1000	1000
05/02	1000	1000	1000	1000
06/02	1000	1000	1000	1000
07/02	1000	1000	1000	1000
08/02	1000	1000	1000	1000
09/02	1000	1000	1000	1000
10/02	1000	1000	1000	1000
11/02	1000	1000	1000	1000
12/02	1000	1000	1000	1000
13/02	1000	1000	1000	1000
14/02	1000	1000	1000	1000
15/02	1000	1000	1000	1000
16/02	1000	1000	1000	1000
17/02	1000	1000	1000	1000
18/02	1000	1000	1000	1000
19/02	1000	1000	1000	1000
20/02	1000	1000	1000	1000
21/02	1000	1000	1000	1000
22/02	1000	1000	1000	1000
23/02	1000	1000	1000	1000
24/02	1000	1000	1000	1000
25/02	1000	1000	1000	1000
26/02	1000	1000	1000	1000
27/02	1000	1000	1000	1000
28/02	1000	1000	1000	1000
29/02	1000	1000	1000	1000
30/02	1000	1000	1000	1000
31/02	1000	1000	1000	1000

1	2	3	4	5
2) रत्तकन्ना (निरंतर)	60/17	00	07	01
	60/16	00	04	29
	60/15	00	04	31
	59/5	00	03	79
	60/14	00	07	54
	61/18	00	01	75
	61/16	00	01	39
	61/15	00	01	31
	61/14	00	00	93
	59/4	00	05	85
	59/1	00	19	32
	59/2	00	00	10
	58/16	00	06	56
	58/15	00	09	75
	58/14	00	06	12
	58/11	00	06	60
	58/9	00	04	75
	58/10	00	02	36
	58/5	00	00	16
	58/6	00	00	10
	58/7	00	12	70
	58/1	00	02	85
	58/2	00	03	91
	55/20	00	06	38
	55/19	00	00	66
	55/18	00	00	63
	55/13	00	00	37
	55/14	00	00	14
	55/15	00	00	10
	55/12	00	03	53
	55/11	00	03	42
	55/9	00	01	62
	55/10	00	11	54
	55/7	00	06	64
	55/4	00	19	72
	55/6	00	03	72
	55/5	00	08	90
	65	00	02	12
	53	00	03	93
	11/10	00	02	00

1	2	3	4	5
2) रत्नकला (निरंतर)	11/11	00	00	89
	11/12	00	03	95
	11/13	00	00	10
	11/7	00	00	10
	11/15	00	02	18
	12/15	00	00	88
	12/18	00	00	16
	13/1	00	00	28
	12/17	00	03	49
	12/16	00	00	57
	12/12	00	00	19
3) मन्दपल्लि	158/7	00	50	11
	160/5	00	01	85
	160/2	00	00	8
	158/2	00	02	10
	158/3	00	00	84
	159/10	00	00	15
	159/9	00	00	0
	159/11	00	00	04
	159/14	00	00	30
	159/5	00	00	25
	159/3	00	00	53
	159/4	00	01	70
	159/1	00	11	03
	159/2	00	14	11
	149/10	00	00	33
	139/7	00	11	39
	139/6	00	03	26
	139/5	00	06	54
	139/4	00	05	98
	139/2	00	10	87
	139/1	00	12	38
	138/6	00	08	82
	138/7	00	05	55
	138/5	00	03	91
	138/1	00	07	64
	141/2	00	05	28
	142/3	00	28	44
	142/1	00	01	03
	143/18	00	04	21

1	2	3	4	5
3) मन्डपल्लि (निरंतर)	143/17	00	06	24
	143/16	00	02	62
	143/4	00	02	42
	143/5	00	01	74
	143/6	00	02	03
	143/7	00	02	93
	143/8	00	00	62
	143/9	00	00	87
	143/10	00	07	33
	143/12	00	00	54
	36/12	00	00	94
	36/8	00	11	47
	36/3	00	02	02
	36/9	00	08	48
	36/11	00	00	74
	36/10	00	00	94
	36/2	00	09	67
	36/1	00	07	23
	37/11	00	06	71
	37/14	00	00	30
	37/13	00	05	27
	37/12	00	13	14
	39/9	00	04	57
	39/8	00	04	92
	39/6	00	08	01
	39/3	00	06	09
	40/6	00	04	46
	40/7	00	04	91
	40/8	00	07	70
	40/10	00	03	62
	40/11	00	04	11
	41/12	00	07	48
	41/13	00	04	11
	41/16	00	04	80
	41/17	00	04	80
	41/4	00	05	02
	41/3	00	02	65
	41/20	00	01	53
	58/1	00	00	15
	53	00	28	11

1	2	3	4	5
3) मन्डपल्लि (निरंतर)	54/5	00	11	16
	54/4	00	11	23
	54/3	00	18	77
	41/5	00	00	10
4) बालकृष्णापुरम	21/1	00	09	46
	19/2	00	00	35
	19/3	00	06	12
	20/14	00	00	10
	20/1	00	02	17
	20/3	00	07	59
	20/4	00	03	74
	20/2	00	05	85
	20/5	00	01	53
	18/8	00	05	37
	18/9	00	07	15
	18/3	00	03	47
	18/2	00	00	10
	18/10	00	16	41
	18/11	00	01	24
	7/20	00	07	03
	7/21	00	05	99
	7/13	00	01	47
	7/12	00	10	24
	7/11	00	09	12
	8/1	00	01	76
	7/10	00	04	91
	6/10	00	05	07
	7/5	00	01	26
	6/9	00	05	44
	6/8	00	31	59
	6/2	00	00	70
	6/1	00	11	63
	5/9	00	06	70
	5/6	00	17	80
	5/7	00	19	01
	4/15	00	00	10
	4/16	00	08	84
	4/14	00	00	10
	4/17	00	14	00
	4/19	00	00	51

1	2	3	4	5
4) बालकृष्णापुरम (निरंतर)	4/18	00	06	11
	4/19	00	01	74
	4/9	00	04	91
	4/8	00	07	89
	11/3	00	01	93
	4/7	00	03	64
	4/6	00	00	66
	11/1	00	09	50
	11/2	00	00	14
5) मुचीन्द्रा	101/3	00	02	51
	101/2	00	07	62
	101/1	00	00	20
	101/4	00	05	27
	99/13	00	00	76
	99/12	00	13	34
	99/11	00	00	73
	99/9	00	10	84
	99/6	00	06	67
	99/5	00	03	33
	99/4	00	09	35
	99/2	00	10	11
	100/7	00	01	26
	100/1	00	01	79
	96/16	00	07	74
	95/11	00	09	49
	95/12	00	00	56
	95/10	00	02	95
	95/8	00	06	12
	95/9	00	03	24
	95/7	00	09	09
	95/13	00	24	02
	95/14	00	00	53
	94/8	00	00	76
	94/3	00	01	84
	107/16	00	00	18
	107/15	00	04	36
	107/14	00	10	56
	107/1	00	09	08
	109/5	00	23	09
	109/4	00	05	39

1	2	3	4	5
5) मुत्तीन्द्रा (निरंतर)	109/3	00	01	84
	109/2	00	00	10
	109/7	00	00	10
	109/6	00	26	47
	109/1	00	02	39
	110/1	00	20	54
	113	00	05	73
	114	00	47	50
	117/1	00	00	66
	116	00	24	22
	50/6	00	00	10
	49/1	00	07	30
	49/3	00	16	69
	49/2	00	12	55
	51/7	00	03	32
	51/8	00	12	06
	49/8	00	01	67
	51/10	00	05	37
	51/9	00	06	58
	52/6	00	02	50
	52/3	00	06	72
	52/2	00	00	12
	46	00	23	54
	41/5	00	06	68
	41/1	00	00	98
	41/2	00	03	43
	42	00	02	26

[फा सं. एल.-14014/52/2009-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1494.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2, Savisuja, Opp New Centuary Public School, L.B. Nagar, Kakinada - 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Kaviti		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Area	Are	C-Are	
1	2	3	4	5	
1) Belagam	208/11	00	02	31	
	208/10	00	01	12	
	208/9	00	00	97	
	208/12	00	09	18	
	208/8	00	04	65	
	208/7	00	00	50	
	208/6	00	04	08	
	208/5	00	04	82	
	208/4	00	02	63	
	208/2	00	01	64	
	208/1	00	01	09	
	208/13	00	05	83	
	209/16	00	01	98	
	209/15	00	03	36	
	209/14	00	05	48	
	209/9	00	00	32	
	209/7	00	09	62	
	209/8	00	02	26	
	209/17	00	00	60	
	209/5	00	00	20	
	209/6	00	06	12	
	209/3	00	08	54	
	209/4	00	03	14	
	195	00	12	25	
	192/5	00	09	99	
	192/3	00	06	76	
	192/9	00	02	24	
	192/11	00	02	35	
	192/12	00	00	41	
	192/10	00	19	08	
	193/10	00	00	90	
	193/12	00	01	16	
	193/14	00	01	23	
	193/15	00	03	38	
	193/23	00	02	74	
	193/21	00	04	47	
	193/16	00	02	64	

1	2	3	4	5
(i) Delagam (Contd.)	193/17	00	06	02
	193/19	00	00	43
	193/18	00	02	19
	193/11	00	00	10
	193/3	00	07	22
	193/2	00	03	12
	191/1	00	04	51
	191/2	00	03	37
	191/11	00	00	73
	191/10	00	13	89
	191/4	00	01	81
	191/7	00	00	68
	191/5	00	04	10
	182/5	00	00	86
	174/19	00	02	84
	174/4	00	00	56
	174/3	00	09	80
	174/2	00	03	91
	174/1	00	03	88
	174/5	00	00	56
	174/6	00	00	90
	174/7	00	03	08
	174/11	00	08	46
	173/12	00	01	28
	173/13	00	01	87
	173/17	00	05	18
	173/16	00	08	75
	173/15	00	01	77
	173/14	00	01	73
	173/7	00	06	89
	173/9	00	01	42
	173/8	00	00	81
	173/4	00	00	46
	173/5	00	01	53
	173/6	00	01	71
	172/15	00	01	29
	172/16	00	00	47
	172/10	00	03	79
	172/9	00	00	60
	172/5	00	00	86

1	2	3	4	5
1) Bclagam (Contd)	172/4	00	02	92
	172/1	00	03	36
	172/2	00	00	10
	171/10	00	00	74
	171/11	00	05	01
	171/12	00	02	59
	171/19	00	02	92
	171/20	00	02	72
	171/21	00	02	24
	171/22	00	02	20
	171/24	00	02	46
	170/21	00	03	73
	170/17	00	07	00
	170/14	00	01	18
	170/15	00	01	16
	170/16	00	00	67
	170/8	00	05	98
	170/7	00	02	71
	170/6	00	03	57
	170/5	00	00	13
	170/1	00	07	93
	170/3	00	06	89
	170/2	00	01	43
	161/3	00	03	37
	161/1	00	05	66
	61	00	04	75
	60/15	00	00	10
	60/4	00	14	98
	60/3	00	03	55
	60/14	00	00	10
	60/11	00	04	43
	60/2	00	00	43
	60/5	00	00	17
	60/6	00	00	20
	60/7	00	00	19
	60/8	00	03	71
	60/9	00	03	17
	59/17	00	01	03
	59/11	00	30	51
	59/12	00	03	35

1	2	3	4	5
1) Belagam (Contd)	59/13	00	07	14
	59/14	00	03	11
	59/15	00	00	44
	59/16	00	00	16
	59/3	00	09	28
	46/10	00	05	89
	46/5	00	05	97
	46/4	00	02	85
	45	00	28	61
	44/18	00	11	98
	44/19	00	04	79
	44/17	00	02	89
	44/20	00	00	13
	44/16	00	10	99
	44/21	00	03	78
	44/14	00	16	62
	44/15	00	03	94
	44/11	00	00	10
	44/12	00	02	83
	44/13	00	02	30
	43/14	00	03	18
	43/8	00	04	62
	43/6	00	03	41
	43/5	00	00	15
	43/7	00	11	20
	32/23	00	01	28
	32/22	00	01	37
	32/21	00	01	96
	32/20	00	03	70
	37/4	00	00	10
	37/1	00	11	01
	37/2	00	02	98
	36/15	00	00	74
	36/9	00	02	08
	36/10	00	09	33
	36/11	00	00	72
	36/8	00	04	89
	36/7	00	02	88
	36/5	00	01	31
	36/6	00	02	49

1	2	3	4	5
1) Belagam (Contd)	36/4	00	00	19
	36/3	00	02	46
	36/2	00	00	84
	35/14	00	00	10
	35/15	00	03	90
	35/23	00	04	47
	35/22	00	02	50
	35/16	00	01	57
	35/17	00	00	14
	35/18	00	00	71
	35/19	00	01	41
	35/20	00	00	97
	35/21	00	01	13
	35/9	00	00	22
	32/17	00	02	28
	32/24	00	03	60
	32/18	00	00	10
	32/14	00	03	24
	32/19	00	06	50
2) Siligam	15/2	00	20	60
	15/1	00	00	94
	14/1	00	41	55
	14/2	00	00	10
	4/3	00	07	41
	4/4	00	03	78
	4/5	00	00	10
	5/1	00	09	31
3) Karapadu	91/1	00	00	14
	91/2	00	12	68
	91/3	00	02	00
	91/5	00	00	65
	91/6	00	00	10
	91/8	00	04	87
	91/9	00	05	93
	91/11	00	00	10
	91/12	00	01	26
	91/13	00	02	08
	91/14	00	03	80
	91/15	00	02	47
	91/16	00	09	25

1	2	3	4	5
3) Karapadu (Contd)	55/14	00	01	69
	55/16	00	00	10
	55/15	00	05	52
	55/9	00	09	25
	55/3	00	01	35
	55/2	00	00	25
	55/4	00	08	32
	55/5	00	00	19
	54/17	00	07	72
	56/13	00	00	94
	56/12	00	03	60
	54/16	00	01	61
	56/11	00	07	38
	56/10	00	00	50
	54/6	00	04	16
	56/9	00	05	42
	54/5	00	01	60
	54/3	00	00	10
	56/8	00	05	36
	56/1	00	13	01
	57/14	00	02	00
	57/15	00	04	55
	57/13	00	06	99
	57/11	00	06	89
	57/12	00	13	26
	57/3	00	02	62
	57/4	00	05	86
	57/5	00	00	50
	57/1	00	08	66
	51/2	00	01	05
	51/3	00	14	86
	51/4	00	05	77
	51/5	00	03	78
	51/6	00	05	03
	47/14	00	08	39
	47/13	00	04	02
	47/12	00	03	74
	47/7	00	08	54
	47/8	00	06	11
	47/9	00	00	55

1	2	3	4	5
3) Karapadu (Contd)	47/10	00	00	35
	41	00	13	94
	40	00	00	50
	34/7	00	00	23
	34/8	00	09	19
	34/9	00	03	29
	34/10	00	01	00
	34/6	00	20	84
	33/7	00	03	26
	33/8	00	09	49
	33/3	00	14	13
	33/2	00	03	59
	35/16	00	02	40
	33/1	00	10	89
	35/15	00	00	35
	35/6	00	03	19
	35/5	00	06	43
	35/2	00	07	20
	35/1	00	06	36
	35/3	00	01	54
	30/19	00	02	89
	29/7	00	06	45
	29/10B	00	00	41
	29/6	00	08	09
	29/8	00	06	08
	29/5	00	09	06
	29/4	00	11	79
	29/3	00	09	94
	28/10	00	00	35
	28/11	00	05	49
	27/2	00	01	91
	28/6	00	01	19
	27/1	00	19	60
	28/2	00	00	64
	27/4	00	04	46
	22/2	00	30	34
	22/3	00	07	03
	23	00	27	13
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Mandal/Tehsil/Taluk:Ichchapuram	District:Srikakulam		State:ANDHRA PRADESH	
1) Mashagapuram	101	00	24	06
	61/3	00	27	88

1	2	3	4	5
1) Mashagapuram (Contd)	62/1	00	20	05
	62/2	00	00	46
	59	00	06	22
	58/8	00	00	96
	58/9	00	10	49
	58/11	00	01	42
	58/12	00	11	85
	66	00	03	73
	67/1	00	24	71
	67/3	00	03	45
	67/4	00	00	13
	72/4	00	06	94
	72/5	00	03	56
	72/11	00	16	26
	72/12	00	00	72
	72/13	00	00	40
	72/10	00	03	40
	72/6	00	03	30
	72/7	00	00	87
	72/8	00	05	60
	72/9	00	07	76
	70/1	00	00	51
	71/14	00	07	19
	71/15	00	04	50
	71/21	00	02	17
	71/16	00	06	50
	71/12	00	01	35
	77/9	00	00	84
	71/17	00	01	72
	77/10	00	08	40
	77/11	00	13	24
	77/19	00	00	62
	77/18	00	01	91
	77/17	00	02	34
	77/16	00	02	46
	77/15	00	01	05
	77/14	00	01	34
	77/13	00	05	96
	77/12	00	02	55
	78/15	00	05	77

1	2	3	4	5
1) Mashagapuram (Contd)	79/12	00	02	55
	79/11	00	03	25
	79/10	00	08	82
	79/8	00	00	10
	79/9	00	05	89
	79/16	00	08	07
	79/7	00	11	16
	79/6	00	00	52
	79/1	00	01	71
	42/7	00	03	12
	42/17	00	05	66
	42/16	00	10	07
	42/15	00	06	10
	42/14	00	09	17
	42/8	00	01	74
	42/10	00	02	07
	42/11	00	02	68
	42/13	00	00	69
	41/1	00	00	39
	41/10	00	00	92
2) Rattakanna	158/5	00	06	69
	158/4	00	08	93
	158/3	00	08	68
	158/1	00	11	65
	158/2	00	04	77
	97/3	00	01	69
	97/9	00	06	59
	97/8	00	03	22
	97/7	00	03	07
	97/6	00	02	43
	97/10	00	01	88
	97/5	00	04	75
	97/11	00	07	86
	97/12	00	00	24
	97/13	00	00	10
	96/19	00	05	00
	96/11	00	01	75
	96/10	00	01	04
	95/11	00	03	53
	95/10	00	07	85

1	2	3	4	5
2) Rattakanna (Contd)	95/9	00	00	10
	95/5	00	12	47
	95/6	00	00	45
	94/5	00	05	84
	94/6	00	00	45
	94/7	00	05	30
	94/8	00	07	16
	92/11	00	07	16
	92/6	00	09	39
	91/18	00	02	43
	91/19	00	05	15
	92/8	00	00	75
	91/9	00	05	79
	91/8	00	03	66
	91/10	00	02	47
	91/7	00	00	41
	91/6	00	00	48
	91/5	00	02	16
	91/4	00	01	51
	85/10	00	07	24
	85/11	00	00	10
	85/9	00	06	72
	85/8	00	04	28
	85/7	00	02	09
	85/1	00	11	59
	83/7	00	12	53
	83/2	00	03	78
	83/6	00	05	21
	83/4	00	01	90
	83/5	00	04	78
	83/10	00	04	52
	83/11	00	03	30
	83/9	00	01	10
	75/3	00	01	05
	76/2	00	03	98
	76/1	00	06	77
	60/10	00	00	10
	60/18	00	03	51
	60/19	00	05	34
	60/20	00	00	80

1	2	3	4	5
2) Rattakanna (Contd)	60/17	00	07	01
	60/16	00	04	29
	60/15	00	04	31
	59/5	00	03	79
	60/14	00	07	54
	61/18	00	01	75
	61/16	00	01	39
	61/15	00	01	31
	61/14	00	00	93
	59/4	00	05	85
	59/1	00	19	32
	59/2	00	00	10
	58/16	00	06	56
	58/15	00	09	75
	58/14	00	06	12
	58/11	00	06	60
	58/9	00	04	75
	58/10	00	02	36
	58/5	00	00	16
	58/6	00	00	10
	58/7	00	12	70
	58/1	00	02	85
	58/2	00	03	91
	55/20	00	06	38
	55/19	00	00	66
	55/18	00	00	63
	55/13	00	00	37
	55/14	00	00	14
	55/15	00	00	10
	55/12	00	03	53
	55/11	00	03	42
	55/9	00	01	62
	55/10	00	11	54
	55/7	00	06	64
	55/4	00	19	72
	55/6	00	03	72
	55/5	00	08	90
	65	00	02	12
	53	00	03	93
	11/10	00	02	00

1	2	3	4	5
2) Rattakanna (Contd)	11/11	00	04	89
	11/12	00	03	95
	11/13	00	00	10
	11/7	00	00	10
	11/15	00	22	48
	12/15	00	03	58
	12/18	00	05	68
	13/1	00	00	28
	12/17	00	06	49
	12/16	00	02	87
	12/12	00	00	19
3) Mandapalli	158/7	00	30	11
	160/5	00	01	85
	160/2	00	00	58
	158/2	00	02	00
	158/3	00	07	84
	159/10	00	00	75
	159/9	00	00	10
	159/11	00	13	04
	159/14	00	00	30
	159/5	00	03	88
	159/3	00	03	53
	159/4	00	01	70
	159/1	00	11	03
	159/2	00	14	11
	149/10	00	01	33
	139/7	00	11	39
	139/6	00	03	26
	139/5	00	06	54
	139/4	00	05	98
	139/2	00	10	87
	139/1	00	12	38
	138/6	00	08	82
	138/7	00	05	55
	138/5	00	08	91
	138/1	00	07	64
	141/2	00	05	28
	142/3	00	28	44
	142/1	00	01	03
	143/18	00	04	21

1	2	3	4	5
3) Mandapalli (Contd)	143/17	00	06	24
	143/16	00	02	62
	143/4	00	02	42
	143/5	00	01	74
	143/6	00	02	03
	143/7	00	02	93
	143/8	00	00	62
	143/9	00	00	87
	143/10	00	07	33
	143/12	00	00	54
	36/12	00	00	94
	36/8	00	11	47
	36/3	00	02	02
	36/9	00	08	48
	36/11	00	00	74
	36/10	00	00	94
	36/2	00	09	67
	36/1	00	07	23
	37/11	00	06	71
	37/14	00	00	30
	37/13	00	05	27
	37/12	00	13	14
	39/9	00	04	57
	39/8	00	04	92
	39/6	00	08	01
	39/3	00	06	09
	40/6	00	04	46
	40/7	00	04	91
	40/8	00	07	70
	40/10	00	03	62
	40/11	00	04	11
	41/12	00	07	48
	41/13	00	04	11
	41/16	00	04	80
	41/17	00	04	80
	41/4	00	05	02
	41/3	00	02	65
	41/20	00	01	53
	58/1	00	00	15
	53	00	28	11

1	2	3	4	5
3) Mandapalli (Contd)	54/5	00	11	16
	54/4	00	11	23
	54/3	00	18	77
	41/5	00	00	10
4) Balkrishnapuram	21/1	00	09	46
	19/2	00	00	35
	19/3	00	06	12
	20/14	00	00	10
	20/1	00	02	17
	20/3	00	07	59
	20/4	00	03	74
	20/2	00	05	85
	20/5	00	01	53
	18/8	00	05	37
	18/9	00	07	15
	18/3	00	03	47
	18/2	00	00	10
	18/10	00	16	41
	18/11	00	01	24
	7/20	00	07	03
	7/21	00	05	99
	7/13	00	01	47
	7/12	00	10	24
	7/11	00	09	12
	8/1	00	01	76
	7/10	00	04	91
	6/10	00	05	07
	7/5	00	01	26
	6/9	00	05	44
	6/8	00	31	59
	6/2	00	00	70
	6/1	00	11	63
	5/9	00	06	70
	5/6	00	17	80
	5/7	00	19	01
	4/15	00	00	10
	4/16	00	08	84
	4/14	00	00	10
	4/17	00	14	00
	4/20	00	00	51

1	2	3	4	5
4) Balkrishnapuram (Contd)	4/18	00	06	11
	4/19	00	01	74
	4/9	00	04	91
	4/8	00	07	89
	11/3	00	01	93
	4/7	00	03	64
	4/6	00	00	66
	11/1	00	09	50
	11/2	00	00	14
5) Muchindra	101/3	00	02	51
	101/2	00	07	62
	101/1	00	00	20
	101/4	00	05	27
	99/13	00	00	76
	99/12	00	13	34
	99/11	00	00	73
	99/9	00	10	84
	99/6	00	06	67
	99/5	00	03	33
	99/4	00	09	35
	99/2	00	10	11
	100/7	00	01	26
	100/1	00	01	79
	96/16	00	07	74
	95/11	00	09	49
	95/12	00	00	56
	95/10	00	02	95
	95/8	00	06	12
	95/9	00	03	24
	95/7	00	09	09
	95/13	00	24	02
	95/14	00	00	53
	94/8	00	00	76
	94/3	00	01	84
	107/16	00	00	18
	107/15	00	04	36
	107/14	00	10	56
	107/1	00	09	05
	109/5	00	23	09
	109/4	00	05	39

1	2	3	4	5
5) Muchindra (Contd)	109/3	00	01	84
	109/2	00	00	10
	109/7	00	00	10
	109/6	00	26	47
	109/1	00	02	39
	110/1	00	20	54
	113	00	05	73
	114	00	47	50
	117/1	00	00	66
	116	00	24	22
	50/6	00	00	10
	49/1	00	07	30
	49/3	00	16	69
	49/2	00	12	55
	51/7	00	03	32
	51/8	00	12	06
	49/8	00	01	67
	51/10	00	05	37
	51/9	00	06	58
	52/6	00	02	50
	52/3	00	06	72
	52/2	00	00	12
	46	00	23	54
	41/5	00	06	58
	41/1	00	00	98
	41/2	00	03	43
	42	00	02	26

[F. No. L-14014/52/2009-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून 2010

का. आ. 1495.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकिनाडा-बासुदेबपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपायोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-2 1/2, साविसुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : नन्दिगामा	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) जदीयादा	167/6	00	06	69
	167/7	00	03	75
	167/8	00	08	09
	167/9	00	03	05
	167/10	00	08	34
	167/11	00	05	93
	167/12	00	05	60
	167/13	00	09	36
	166/10	00	04	40
	166/11	00	07	08
	166/13बी	00	14	61
	166/14	00	06	98
	166/15	00	01	84
	166/17	00	21	89
	165/1	00	04	79
	165/6	00	01	29
	165/7	00	00	64
	142	00	11	82
	145/1	00	02	03
	145/2	00	04	51
	145/3	00	05	35
	145/4	00	02	89
	145/8	00	08	23
	146	00	25	75
	149/1	00	08	82
	149/2	00	02	69
	149/4	00	04	64
	149/5	00	06	80
	149/6	00	05	38
	149/9	00	06	90
	149/10	00	07	40
	150/1ए	00	05	02
	150/1बी	00	06	41
	150/3	00	27	17
	152/1	00	00	15
	152/5	00	15	31
	152/6	00	00	10

1	2	3	4	5
1) जदीयादा (निरंतर)	152/8	00	10	84
	153	00	11	27
	154	00	00	70
	131/7	00	01	12
	128/3	00	22	96
	128/7	00	11	84
	127/1	00	14	41
	127/2	00	17	91
2) कासीमजी कासीपुरम	13/1	00	14	43
	13/2	00	12	30
	12/11	00	01	60
	12/12	00	00	10
	12/5वी	00	01	07
	12/2	00	02	30
	12/3	00	01	40
	12/4	00	00	96
	11/11वी	00	07	36
	11/11ए	00	05	07
	11/7	00	01	17
	11/8	00	08	00
	11/10	00	06	71
	11/3	00	14	17
	11/2वी	00	04	85
	11/2सी	00	02	85
	11/2ए	00	01	95
	8	00	07	42
	20/3	00	00	10
	20/2	00	01	62
	20/1ए	00	03	69
	20/1वी	00	03	99
	21/6वी	00	03	45
	21/6ए	00	02	53
	21/5ए	00	08	54
	21/5वी	00	02	85
	21/7	00	01	14
	21/8	00	04	30
	21/9	00	01	23
	21/3	00	09	01
	21/1वी	00	06	25
	23/11	00	04	32

1	2	3	4	5
2) कासीमजी कासीपुरम (निरंतर)	23/9	00	03	49
	23/10	00	02	53
	23/3	00	01	64
	23/4	00	02	09
	23/5	00	05	13
	23/2	00	10	96
	23/1	00	04	72
	24/4	00	08	90
	24/3	00	08	85
	24/2	00	13	72
	24/7	00	08	47
	24/1	00	02	25
	24/8	00	01	60
	26/10	00	23	17
	26/3	00	06	13
	26/9	00	12	14
	26/4	00	02	54
	26/8	00	06	54
	26/7	00	02	42
	26/6	00	02	62
	26/5	00	00	10
	29/5	00	18	90
	29/1	00	03	37
	29/2	00	09	32
	29/3	00	08	29

मंडल/ तेहसिल/ तालुक :पलासा	जिला :श्रीकाकुलम	राज्य :आन्ध्र प्रदेश		
1) टेक्कलिपटनम	56/8	00	18	63
	56/7	00	00	10
	56/9	00	05	21
	56/11	00	08	89
	55/2	00	53	61
	54/8ए	00	04	63
	54/9	00	01	35
	54/8बी	00	02	34
	54/10	00	10	55
	54/5	00	16	89
	54/3बी	00	17	30
	64/6	00	05	06
	64/5ए	00	01	46
	64/4ए	00	01	22
	64/5बी	00	03	16

1	2	3	4	5
1) टेक्कलिपटनम (निरंतर)	64/4वी	00	03	43
	64/3	00	04	37
	64/2	00	08	91
	63/10	00	07	80
	63/9	00	02	18
	63/8	00	03	91
	63/7	00	06	08
	63/6	00	14	77
	63/5	00	04	81
	63/4सी	00	01	43
	63/4वी	00	00	37
	63/4ए	00	00	10
	63/3	00	05	13
	63/2	00	05	07
	63/1	00	07	80
	62/9ए	00	00	64
	62/4	00	01	63
	62/3ए	00	00	38
	70	00	04	26
	71/1ए	00	03	12
	71/1वी	00	06	31
	71/2ए	00	03	53
2) गोपीवल्लभपुरम	60/10	00	00	27
	60/11	00	01	55
	56/1	00	26	49
	56/6	00	00	30
	58/5	00	00	10
	58/10	00	03	39
	58/11	00	02	62
	58/12	00	01	87
	58/13	00	00	10
	58/14	00	00	85
	58/15	00	03	76
	58/16	00	03	27
	58/17	00	27	53
	71/2	00	02	14
	71/3ए	00	02	69
	71/3वी	00	00	17
	71/5	00	04	52
	71/6	00	02	87

1	2	3	4	5
2) गोपीवल्लभपुरम (निरंतर)	71/8	00	00	63
	71/9ए	00	03	55
	71/9बी	00	01	52
	71/10	00	12	06
	71/11ए	00	04	14
	71/12	00	00	16
	71/13	00	01	07
	71/14	00	03	54
	71/15	00	03	47
	70/1	00	02	09
	70/2	00	00	43
	70/3	00	00	24
	70/4	00	00	11
	70/5	00	00	10
	70/6	00	00	10
	70/9	00	00	96
	70/10	00	09	16
	70/11	00	02	67
	70/12	00	01	11
	70/13	00	02	84
	70/14	00	02	30
	70/15	00	05	73
	70/16	00	00	62
	70/17	00	00	51
	70/21	00	03	74
	70/22	00	03	30
	74/1ए	00	04	03
3) रेन्टिकोटा	508/1बी	00	18	73
	508/6	00	02	82
	506	00	09	79
	505/1	00	08	54
	460/6	00	08	37
	460/7	00	06	59
	460/8	00	05	64
	460/9	00	01	75
	460/10	00	00	10
	459/1	00	03	71
	459/3ए	00	19	96
	459/3बी	00	08	69
	456/1	00	55	18

1	2	3	4	5
3) रेन्टिकोटा (निरंतर)	456/2	00	17	61
	455	00	00	10
4) रामकृष्णपुरम	545/9ए	00	02	33
	545/9बी	00	02	69
	545/10	00	00	53
	545/11	00	03	70
	545/13	00	05	38
	546/1	00	02	46
	546/5	00	02	75
	546/6	00	05	62
	546/7	00	02	68
	544	00	01	62
	543	00	01	19
	538/1ए	00	02	67
	538/1बी	00	02	56
	538/1सी	00	04	20
	538/2	00	07	22
	538/3	00	01	86
	538/4	00	02	07
	538/10ए	00	00	71
	538/11ए	00	09	72
	538/11बी	00	09	83
	538/12	00	01	45
	539/2	00	03	05
	539/4सी	00	01	31
	539/5	00	01	86
	539/6	00	07	65
	539/7	00	12	27
	539/8	00	03	60
	539/9	00	00	16
	539/10सी	00	00	10
	533/28	00	00	21
	532/1	00	05	17
	532/2ए	00	00	30
	532/2बी	00	01	75
	532/3ए	00	00	30
	532/3बी	00	02	12
	532/4	00	02	95
	532/5	00	00	86
	532/6	00	00	46

1	2	3	4	5
4) रामकृष्णपुरम (निरंतर)	532/7	00	03	88
	532/8	00	03	58
	532/9	00	00	33
	532/10	00	00	26
	532/11	00	03	92
	532/12ए	00	03	09
	532/12बी	00	02	01
	532/13	00	03	85
	532/14	00	02	02
	532/15	00	02	47
	532/16	00	08	44
	532/17	00	02	17
	532/18ए	00	00	10
	532/19ए	00	00	57
	527/1डी	00	01	40
	527/1ई	00	08	39
	527/3ए	00	01	66
	527/3बी	00	01	88
	527/4	00	06	83
	527/13	00	00	10
	527/14	00	06	44
	527/15	00	04	54
	527/18ए	00	00	10
	527/18बी	00	01	17
	527/19	00	03	79
	527/20	00	01	06
	527/23ए	00	00	60
	527/23बी	00	01	00
	528/1	00	01	36
	528/2	00	08	02
	528/3	00	01	28
	528/4	00	01	12
	528/5	00	00	38
	528/10ए	00	01	59
	528/10बी	00	02	43
	528/11	00	02	75
	528/14	00	07	44
	528/16	00	10	33
	518/22	00	00	24
	518/23	00	00	30

2040 जI/10-18

1	2	3	4	5
4) रामकृष्णपुरम (निरंतर)	518/24	00	02	04
	518/25	00	02	63
	518/26	00	09	60
5) कोन्द्रगडा	31	00	07	56
	32/3	00	02	82
	32/10	00	03	69
	32/11	00	09	86
	32/12	00	11	90
	32/13	00	04	87
	32/14	00	06	99
	28/1	00	02	19
	28/2	00	19	33
	28/7	00	02	06
	28/8	00	02	34
	28/9	00	05	06
	28/10	00	04	42
	27/1	00	07	63
	27/2	00	03	06
	27/5	00	11	54
	27/6	00	00	10
	27/7	00	00	10
	27/8	00	00	19
	27/9	00	07	04
	27/11	00	02	60
	27/12	00	07	81
	27/13	00	03	93
	27/14	00	00	10
	26/1	00	21	73
	26/2	00	03	66
	26/3	00	01	12
	26/4	00	05	65
	26/5	00	01	57
	26/6	00	10	09
	26/7	00	03	59
	19/10	00	00	10
	19/14	00	15	64
	19/15	00	05	85
	19/17	00	05	38
	18/1	00	01	41
	18/9	00	02	15

1	2	3	4	5
5) कोन्दगडा (निरंतर)	18/10	00	02	49
	18/11	00	03	54
	17/1	00	14	29
	17/2	00	06	38
	17/3	00	00	10
	17/5	00	07	59
	17/7	00	08	08
	16/1	00	07	44
	16/2	00	01	56
	16/3	00	05	04
	16/10	00	04	97
	16/11	00	18	47
	15/1	00	01	78
	15/15	00	12	74
	12/1	00	00	30
	12/2	00	05	44
	12/3	00	02	71
	12/4	00	00	58
	12/6	00	20	23
	12/7	00	00	42
	12/8	00	30	34
	10/4	00	05	90
	10/6	00	18	16
	10/7	00	03	69
	10/8	00	10	66
	10/9	00	04	89
	10/10	00	03	36
	11/1	00	00	10
	9/13	00	05	87
	9/15	00	18	64
	6/7	00	07	74
	6/12	00	06	14
	6/13	00	06	79
	6/14	00	05	98
	63	00	08	91
	64/10	00	06	05
	64/11	00	00	96
	68	00	98	01
6) पेदनाहला	567/4	00	03	80
	566/1	00	05	78

1	2	3	4	5
6) पेद्दनाहला (निरंतर)	566/2ए	00	07	25
	566/2/वी	00	09	99
	566/3	00	01	89
	566/4	00	00	26
	566/5	00	07	49
	568/2सी	00	10	20
	568/2डी	00	12	76
	568/2जी	00	04	78
	568/7	00	03	22
	568/8	00	01	28
	568/9	00	00	89
	568/10	00	00	79
	568/11	00	00	86
	568/13	00	10	92
	568/14	00	09	25
	569	00	10	26
7) कमलापुरम	34/3	00	11	46
	34/4ए	00	23	53
	34/5ए	00	03	46
	34/5वी	00	00	51
	33	00	16	38
	35/1ए	00	09	59
	35/1वी	00	07	54
	32	00	01	39
	37/1	00	08	00
	37/3	00	00	10
	37/4	00	00	10
	37/5	00	02	59
	37/6	00	02	88
	37/7	00	01	70
	37/8	00	01	07
	37/12	00	11	44
	37/13	00	04	14
	37/14	00	00	10
	37/15	00	08	99
	38/1	00	05	23
	38/2	00	01	30
	38/5	00	07	13
	38/6	00	07	77
	38/8	00	00	10

1	2	3	4	5
7) कमलापुरम (निरंतर)	38/9	00	07	84
	38/11	00	26	02
	38/12	00	00	50
	38/13	00	01	99
	39/1	00	01	17
	39/2	00	08	29
	39/3	00	00	87
	39/4	00	00	71
	39/6	00	00	15
	39/7	00	01	58
	39/17	00	10	82
	39/18	00	03	40
	39/19	00	03	86
	38/14	00	00	10
	40/3	00	05	26
	40/4	00	02	67
	40/5	00	04	29
	40/6	00	05	43
	40/7	00	00	28
	40/9	00	03	80
	40/12	00	02	17
	40/13	00	01	26
	40/14	00	06	71
	40/15	00	00	36
	40/23	00	01	49

मंडल/ तेहसिल/ तालुक :मेलियापुट्टि	जिला :श्रीकाकुलम	राज्य :आन्ध्र प्रदेश
1) मुरिकुन्तिभद्रा	15	00 52 32
	14/4	00 00 12
	18	00 34 96
	19	00 63 62
	20	00 03 39
	23	00 68 82
	29	00 02 18
	28/2	00 62 35
	28/1	00 04 75
2) मरीपाडु	30/3	00 22 11
	30/2	00 02 28
	30/1	00 29 85
	33/1	00 00 10
	32/14	00 00 94
	32/13	00 03 33

I	2	3	4	5
2) मरीपाडु (निरंतर)	32/15	00	00	10
	32/12	00	00	47
	32/11	00	03	05
	32/10	00	01	10
	32/8	00	01	31
	32/9पी	00	01	33
	32/7	00	01	82
	32/5पी	00	00	35
	32/4	00	01	50
	32/3	00	03	05
	32/2पी	00	05	73
	32/1	00	00	21
	32/18	00	00	10
	31/1पी	00	04	80
	31/2	00	02	23
	31/3	00	01	72
	24/7	00	00	72
	24/2	00	17	08
	24/4	00	00	67
	24/1पी	00	15	76
	25/4	00	07	98
	25/3	00	04	01
	25/2	00	04	94
	25/1	00	12	35
	26/4	00	04	50
	26/6पी	00	04	57
	26/5	00	00	10
	26/3	00	04	84
	26/2पी	00	02	96
	26/1पी	00	05	31
	7/14पी	00	07	84
	7/13	00	04	23
	7/12पी	00	04	22
	7/10	00	16	20
	7/6	00	00	29
	7/5	00	01	52
	7/4	00	01	47
	8/15	00	01	40
	8/16	00	02	62
	8/9	00	03	69

1	2	3	4	5
2) मरीपाडु (निरंतर)	8/8पी	00	04	00
	8/5	00	04	47
	8/17	00	06	01
	9/8पी	00	08	32
	9/9पी	00	19	77
	9/10	00	16	41
	9/11पी	00	02	96
	9/12	00	00	93
	10/4	00	03	95
	10/2	00	03	91
	10/5	00	03	88
	10/1	00	06	05
	13/3	00	07	89
	13/4पी	00	29	56
	13/5पी	00	04	77
	12	00	07	41
3) करजाडा	559/1	00	01	74
	559/2	00	03	26
	559/3	00	06	31
	559/4	00	07	02
	559/8	00	00	10
	559/10	00	00	38
	559/11	00	01	17
	558/1	00	04	88
	558/2	00	05	53
	558/3	00	03	53
	558/4	00	05	33
	550/6	00	00	96
	550/5	00	07	15
	549/6	00	01	38
	549/5	00	00	51
	550/3	00	07	05
	550/2	00	11	99
	551	00	11	05
	536/6	00	03	49
	536/9	00	04	55
	536/8	00	07	17
	536/7	00	00	50
	528/14	00	00	40
	528/15	00	07	25

1	2	3	4	5
3) करजाडा (निरंतर)	528/20	00	00	32
	528/16	00	03	55
	528/17	00	05	15
	528/18	00	00	72
	524/32	00	04	93
	524/31	00	03	34
	524/33	00	00	33
	524/34	00	03	75
	524/29	00	02	95
	524/35	00	01	38
	524/37	00	01	89
	524/36	00	04	94
	524/28	00	02	45
	524/27	00	04	61
	524/26	00	04	61
	524/25	00	03	91
	524/24	00	00	55
	524/22	00	10	30
	520/2	00	04	48
	520/4	00	05	12
	520/3	00	06	92
	520/1	00	03	51
	389/8	00	12	97
	389/16	00	00	89
	389/15	00	01	49
	389/14	00	00	92
	389/9	00	09	41
	389/13	00	01	25
	389/12	00	01	98
	389/11	00	01	65
	389/10	00	02	04
	388	00	05	86
	387/2	00	06	71
	387/3	00	08	42
	387/1	00	00	15
	386/8	00	06	98
	386/7	00	04	16
	386/1	00	07	26
	395/2	00	00	35
	395/1	00	04	49

1	2	3	4	5
3) करजाडा (निरंतर)	399/1	00	08	87
	399/2	00	02	78
	398/2	00	00	32
	398/3	00	09	03
	398/4	00	02	90
	398/5	00	03	49
	400/4	00	11	28
	400/3	00	01	29
	400/2	00	00	84
	401/7	00	00	51
	401/8	00	06	12
	401/9	00	02	83
	401/10	00	09	28
	401/15	00	00	10
	401/14	00	00	20
	401/13	00	00	75
	401/12	00	00	98
	401/11	00	03	63
	402/3	00	03	85
	402/2	00	08	94
	404/3	00	06	78
	404/4	00	04	54
	404/5	00	03	27
	406	00	19	02
	408/1	00	07	53
	408/2	00	00	25
	408/3	00	00	10
	407/3	00	07	47
	337/3	00	05	35
	338/32	00	05	82
	338/31	00	04	80
	338/29	00	03	44
	337/1	00	15	38
	338/28	00	01	89
	337/2	00	00	19
	336/3	00	22	46
	336/4	00	02	57
	336/2	00	05	65
	308/3	00	08	03
	308/4	00	01	07

1	2	3	4	5
3) करजाडा (निरंतर)	307/5	00	06	51
	307/7	00	04	19
	307/6	00	06	27
	302/1	00	33	68
	304/5	00	02	23
	302/2	00	09	73
	267/7	00	01	13
	267/6	00	00	98
	267/8	00	03	75
	268/3	00	08	85
	268/2	00	11	38
	268/1	00	06	20
	265/2	00	03	78
	264/1	00	03	77
	269/3	00	02	80
	269/1	00	11	36
	264/2	00	02	31
	263/2	00	20	23
	263/1	00	16	02
	261/8	00	04	42
	261/5	00	00	61
	269/2	00	01	54
	275/3	00	00	10
	275/2	00	01	00
	261/4	00	11	57
	31	00	41	42
	30/1	00	07	55
	30/2	00	00	99
	29/2	00	13	15
	36/1	00	15	23
	36/2	00	07	39
	36/3	00	09	61
	27/1	00	08	57
	26/2	00	02	71
	26/1	00	01	46
	25/1	00	19	21
	37/2	00	11	34
	24/3	00	03	01
	24/1	00	15	75
	24/2	00	05	53

1	2	3	4	5
3) करजाडा (निरंतर)	21/11	00	23	31
	21/6	00	08	08
	21/7	00	00	10
	21/5	00	00	44
	19/28	00	14	82
	19/26	00	11	26
	19/22	00	00	95
	19/25	00	10	94
	19/24	00	12	50
	19/14	00	23	81
	19/15	00	30	40
	19/13	00	06	99
	19/12	00	19	11
	19/10	00	06	00
	19/11	00	04	33
	19/7	00	07	62
	19/6	00	22	83
	1/20	00	08	73
	1/19	00	01	39
	1/11	00	05	43
	1/10	00	10	97
	1/9	00	02	95
	1/8	00	02	76
	1/7	00	03	55
	1/6	00	06	48
	1/5	00	06	67
	1/4	00	19	84
4) गोपिली	176/8	00	01	55
	176/7	00	07	12
	177/2	00	45	14
	177/1	00	01	93
	178/3	00	01	33
	178/2	00	08	30
	173/4	00	02	48
	173/3	00	22	63
	173/2	00	02	62
	174/1	00	17	39
	173/1	00	00	10
	136/15	00	00	88
	136/14	00	06	50

1	2	3	4	5
4) गोपिली (निरंतर)	126/13	00	13	30
	135/21	00	07	92
	135/19	00	00	10
	135/20	00	03	55
	135/18	00	03	32
	135/17	00	03	67
	135/16	00	02	90
	135/15	00	06	92
	135/10	00	05	28
	135/9	00	02	03
	135/8	00	02	84
	135/7	00	02	14
	135/4	00	01	91
	135/3	00	00	79
	135/2	00	01	18
	134/36	00	17	51
	134/40	00	10	99
	134/41	00	09	88
	134/18	00	15	19
	134/13	00	04	24
	134/20	00	00	49
	134/12	00	04	36
	134/11	00	00	44
	134/10	00	00	72

[फा सं. एल.-14014/35/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1495.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2, Savisuja, Opp New Centuary Public School, L.B. Nagar, Kakinada - 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Nandigama		District:Sri Srikulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Misc	Area	C-Are	
1	2	3	4	5	
1) Jaddiyada	167/6	00	06	49	
	167/7	00	03	75	
	167/8	00	08	09	
	167/9	00	03	05	
	167/10	00	08	00	
	167/11	00	05	03	
	167/12	00	05	60	
	167/13	00	09	36	
	166/10	00	04	40	
	166/11	00	07	08	
	166/13B	00	14	61	
	166/14	00	06	98	
	166/15	00	01	84	
	166/17	00	21	89	
	165/1	00	04	79	
	165/6	00	11	29	
	165/7	00	00	64	
	142	00	11	82	
	145/1	00	02	03	
	145/2	00	04	51	
	145/3	00	05	35	
	145/4	00	02	89	
	145/8	00	08	23	
	146	00	25	75	
	149/1	00	08	82	
	149/2	00	02	69	
	149/4	00	04	64	
	149/5	00	06	80	
	149/6	00	05	38	
	149/9	00	06	90	
	149/10	00	07	00	
	150/1A	00	05	02	
	150/1B	00	06	41	
	150/3	00	27	17	
	152/1	00	00	15	
	152/5	00	15	31	
	152/6	00	00	10	

1	2	3	4	5
1) Jaddiyada (Contd)	152/8	00	10	84
	153	00	11	27
	154	00	00	70
	131/7	00	01	12
	128/3	00	22	96
	128/7	00	11	84
	127/1	00	14	41
	127/2	00	17	91
2) Kasimji Kasipuram	13/1	00	14	43
	13/2	00	12	30
	12/11	00	01	60
	12/12	00	00	10
	12/5B	00	01	07
	12/2	00	02	30
	12/3	00	01	40
	12/4	00	00	96
	11/11B	00	07	36
	11/11A	00	05	07
	11/7	00	01	17
	11/8	00	08	00
	11/10	00	06	71
	11/3	00	14	17
	11/2B	00	04	85
	11/2C	00	02	83
	11/2A	00	01	95
	8	00	07	40
	20/3	00	00	10
	20/2	00	01	62
	20/1A	00	03	69
	20/1B	00	03	99
	21/5B	00	03	45
	21/6A	00	02	53
	21/5A	00	08	54
	21/5B	00	02	85
	21/7	00	01	14
	21/8	00	04	30
	21/9	00	01	23
	21/3	00	09	01
	21/1B	00	06	25
	23/11	00	04	32

1	2	3	4	5
2) Kasimji Kasipuram (Contd)	23/9	00	03	49
	23/10	00	02	53
	23/3	00	01	64
	23/4	00	02	09
	23/5	00	05	13
	23/2	00	10	90
	23/1	00	04	72
	24/4	00	08	90
	24/3	00	08	85
	24/2	00	13	72
	24/7	00	08	47
	24/1	00	02	26
	24/8	00	01	60
	26/10	00	23	17
	26/3	00	06	13
	26/9	00	12	14
	26/4	00	02	52
	26/8	00	06	54
	26/7	00	02	42
	26/6	00	02	62
	26/5	00	00	10
	29/5	00	18	90
	29/1	00	03	37
	29/2	00	09	32
	29/3	00	08	29

Mandal/Tehsil/Taluk:Palasa	District:Srikakulam	State:ANDHRA PRADESH
1) Tekkalipatnam	56/8	00 18 63
	56/7	00 00 10
	56/9	00 05 21
	56/11	00 08 89
	55/2	00 53 61
	54/8A	00 04 63
	54/9	00 01 39
	54/8B	00 02 34
	54/10	00 10 55
	54/5	00 16 89
	54/3B	00 17 30
	64/6	00 05 06
	64/5A	00 01 48
	64/4A	00 01 22
	64/5B	00 03 16

1	2	3	4	5
1) Tekkalipatnam (Contd)	64/4B	00	03	43
	64/3	00	04	37
	64/2	00	08	91
	63/10	00	07	80
	63/9	00	02	18
	63/8	00	03	91
	63/7	00	06	00
	63/6	00	14	77
	63/5	00	04	81
	63/4C	00	01	43
	63/4B	00	00	37
	63/4A	00	00	10
	63/3	00	05	13
	63/2	00	05	07
	63/1	00	07	80
	62/9A	00	00	64
	62/4	00	01	63
	62/3A	00	00	38
	70	00	00	26
	71/1A	00	03	13
	71/1B	00	06	31
	71/2A	00	03	53
2) Gopivallabhapuram	60/10	00	00	27
	60/11	00	01	55
	56/1	00	26	49
	56/6	00	00	30
	58/5	00	00	10
	58/10	00	03	39
	58/11	00	02	62
	58/12	00	01	87
	58/13	00	00	40
	58/14	00	00	85
	58/15	00	03	76
	58/16	00	03	27
	58/17	00	27	53
	71/2	00	02	14
	71/3A	00	02	69
	71/3B	00	00	17
	71/5	00	04	52
	71/6	00	02	87

1	2	3	4	5
2) Gopivallabhapuram (Contd)	71/8	00	00	63
	71/9A	00	03	55
	71/9B	00	01	52
	71/10	00	12	06
	71/11A	00	04	14
	71/12	00	00	16
	71/13	00	01	07
	71/14	00	03	54
	71/15	00	03	47
	70/1	00	02	09
	70/2	00	00	43
	70/3	00	00	24
	70/4	00	00	11
	70/5	00	00	10
	70/6	00	00	10
	70/9	00	00	96
	70/10	00	09	16
	70/11	00	02	67
	70/12	00	01	11
	70/13	00	02	84
	70/14	00	02	30
	70/15	00	05	73
	70/16	00	00	62
	70/17	00	00	51
	70/21	00	03	74
	70/22	00	03	30
	74/1A	00	04	03
3) Rentikota	508/1B	00	18	73
	508/6	00	02	82
	506	00	09	79
	505/1	00	08	54
	460/6	00	08	37
	460/7	00	06	59
	460/8	00	05	64
	460/9	00	01	75
	460/10	00	00	10
	459/1	00	06	71
	459/3A	00	19	96
	459/3B	00	08	69
	456/1	00	55	18

1	2	3	4	5
3) Rentikota (Contd)	456/2	00	17	61
	455	00	00	10
4) Ramkrishnapuram	545/9A	00	02	33
	545/9B	00	02	69
	545/10	00	00	53
	545/11	00	03	70
	545/13	00	05	38
	546/1	00	02	46
	546/5	00	02	75
	546/6	00	05	62
	546/7	00	02	68
	544	00	01	62
	543	00	01	19
	538/1A	00	02	67
	538/1B	00	02	56
	538/1/C	00	04	20
	538/2	00	07	22
	538/3	00	01	86
	538/4	00	02	07
	538/10A	00	00	71
	538/11A	00	09	72
	538/11B	00	09	83
	538/12	00	01	45
	539/2	00	03	05
	539/4C	00	01	31
	539/5	00	01	86
	539/6	00	07	65
	539/7	00	12	27
	539/8	00	03	60
	539/9	00	00	16
	539/10C	00	00	10
	533/28	00	00	21
	532/1	00	05	17
	532/2A	00	00	30
	532/2B	00	01	75
	532/3A	00	00	30
	532/3B	00	02	12
	532/4	00	02	95
	532/5	00	00	86
	532/6	00	00	46

1	2	3	4	5
4) Ramkrishnapuram (Contd)	532/7	00	03	88
	532/8	00	03	58
	532/9	00	00	33
	532/10	00	00	26
	532/11	00	03	92
	532/12A	00	03	09
	532/12B	00	02	01
	532/13	00	03	85
	532/14	00	02	02
	532/15	00	02	47
	532/16	00	08	44
	532/17	00	02	17
	532/18A	00	00	10
	532/19A	00	00	57
	527/1D	00	01	40
	527/1E	00	08	39
	527/3A	00	01	66
	527/3B	00	01	88
	527/4	00	06	83
	527/13	00	00	10
	527/14	00	06	44
	527/15	00	04	54
	527/18A	00	00	10
	527/18B	00	01	17
	527/19	00	03	79
	527/20	00	01	06
	527/23A	00	00	60
	527/23B	00	01	00
	528/1	00	01	36
	528/2	00	08	02
	528/3	00	01	28
	528/4	00	01	12
	528/5	00	00	38
	528/10A	00	01	59
	528/10B	00	02	43
	528/11	00	02	75
	528/14	00	07	44
	528/16	00	10	33
	518/22	00	00	24
	518/23	00	00	30

1	2	3	4	5
4) Ramkrishnapuram (Contd)	518/24	00	02	04
	518/25	00	02	63
	518/26	00	09	60
5) Kondragada	31	00	07	56
	32/3	00	02	82
	32/10	00	03	69
	32/11	00	09	86
	32/12	00	11	90
	32/13	00	04	87
	32/14	00	06	99
	28/1	00	02	19
	28/2	00	19	33
	28/7	00	02	06
	28/8	00	02	34
	28/9	00	05	06
	28/10	00	04	42
	27/1	00	07	68
	27/2	00	03	06
	27/5	00	11	54
	27/6	00	00	10
	27/7	00	00	10
	27/8	00	00	19
	27/9	00	07	04
	27/11	00	02	60
	27/12	00	07	81
	27/13	00	03	93
	27/14	00	00	10
	26/1	00	21	73
	26/2	00	03	66
	26/3	00	01	12
	26/4	00	05	65
	26/5	00	01	57
	26/6	00	10	09
	26/7	00	03	59
	19/13	00	00	10
	19/14	00	15	64
	19/15	00	05	85
	19/17	00	05	38
	18/1	00	01	41
	18/9	00	02	15

1	2	3	4	5
5) Kondragada (Contd)	18/10	00	02	49
	18/11	00	03	54
	17/1	00	14	29
	17/2	00	06	38
	17/3	00	00	10
	17/5	00	07	59
	17/7	00	08	08
	16/1	00	07	44
	16/2	00	01	56
	16/3	00	05	04
	16/10	00	04	97
	16/11	00	18	47
	15/1	00	01	78
	15/15	00	12	74
	12/1	00	00	30
	12/2	00	05	44
	12/3	00	02	71
	12/4	00	00	58
	12/6	00	20	23
	12/7	00	00	42
	12/8	00	30	34
	10/4	00	05	90
	10/6	00	18	16
	10/7	00	03	69
	10/8	00	10	66
	10/9	00	04	89
	10/10	00	03	36
	11/1	00	00	10
	9/13	00	05	87
	9/15	00	18	64
	6/7	00	07	74
	6/12	00	06	14
	6/13	00	06	79
	6/14	00	05	98
	63	00	08	91
	64/10	00	06	05
	64/11	00	00	96
	68	00	98	01
6) Peddanahala	567/4	00	03	80
	566/1	00	05	78

1	2	3	4	5
6) Peddanahala (Contd)	566/2A	00	07	25
	566/2/B	00	09	99
	566/3	00	01	89
	566/4	00	00	26
	566/5	00	07	49
	568/2C	00	10	20
	568/2D	00	12	76
	568/2G	00	04	78
	568/7	00	03	22
	568/8	00	01	28
	568/9	00	00	89
	568/10	00	00	79
	568/11	00	00	86
	568/13	00	10	92
	568/14	00	09	25
	569	00	10	26
7) Kamalapuram	34/3	00	11	46
	34/4A	00	23	53
	34/5A	00	03	46
	34/5B	00	00	51
	33	00	16	38
	35/1A	00	09	59
	35/1B	00	07	54
	32	00	01	39
	37/1	00	08	00
	37/3	00	00	10
	37/4	00	00	10
	37/5	00	02	59
	37/6	00	02	88
	37/7	00	01	70
	37/8	00	01	07
	37/12	00	11	44
	37/13	00	04	14
	37/14	00	00	10
	37/15	00	08	99
	38/1	00	05	23
	38/2	00	01	30
	38/5	00	07	13
	38/6	00	07	77
	38/8	00	00	10

1	2	3	4	5
7) Kanulapuram (Contd)	38/9	00	07	84
	38/11	00	26	02
	38/12	00	00	50
	38/13	00	01	99
	39/1	00	01	17
	39/2	00	08	29
	39/3	00	00	87
	39/4	00	00	71
	39/6	00	00	15
	39/7	00	01	58
	39/17	00	10	82
	39/18	00	03	40
	39/19	00	03	86
	38/14	00	00	10
	40/3	00	05	26
	40/4	00	02	67
	40/5	00	04	29
	40/6	00	05	43
	40/7	00	00	28
	40/9	00	03	80
	40/12	00	02	17
	40/13	00	01	26
	40/14	00	06	71
	40/15	00	00	36
	40/23	00	01	49

Mandal/Tehsil/Taluk: Meliaputti	District: Srikakulam	State: ANDHRA PRADESH		
1) Murikuntibhadra	15	00	52	32
	14/4	00	00	12
	18	00	34	96
	19	00	63	62
	20	00	03	39
	23	00	68	82
	29	00	02	18
	28/2	00	62	35
	28/1	00	04	75
2) Marripadu	30/3	00	22	11
	30/2	00	02	28
	30/1	00	29	85
	33/1	00	00	10
	32/14	00	00	94
	32/13	00	03	33

1	2	3	4	5
2) Marripadu (Contd)	32/15	00	00	10
	32/12	00	00	47
	32/11	00	03	05
	32/10	00	01	10
	32/8	00	01	31
	32/9P	00	01	33
	32/7	00	01	82
	32/5P	00	00	35
	32/4	00	01	50
	32/3	00	03	05
	32/2P	00	05	73
	32/1	00	00	21
	32/18	00	00	10
	31/1P	00	04	80
	31/2	00	02	23
	31/3	00	01	72
	24/7	00	00	72
	24/2	00	17	08
	24/4	00	00	67
	24/1P	00	15	76
	25/4	00	07	98
	25/3	00	04	01
	25/2	00	04	94
	25/1	00	12	35
	26/4	00	04	50
	26/6P	00	04	57
	26/5	00	00	10
	26/3	00	04	84
	26/2P	00	02	96
	26/1P	00	05	31
	7/14P	00	07	84
	7/13	00	04	23
	7/12P	00	04	22
	7/10	00	16	20
	7/6	00	00	29
	7/5	00	01	52
	7/4	00	01	47
	8/15	00	01	40
	8/16	00	02	62
	8/9	00	03	69

1	2	3	4	5
2) Marripadu (Contd)	8/8P	00	04	00
	8/5	00	04	47
	8/17	00	06	01
	9/8P	00	08	32
	9/9P	00	19	77
	9/10	00	16	41
	9/11P	00	02	96
	9/12	00	00	93
	10/4	00	03	95
	10/2	00	03	91
	10/5	00	03	88
	10/1	00	06	05
	13/3	00	07	89
	13/4P	00	29	56
	13/5P	00	04	77
	12	00	07	41
3) Karajada	559/1	00	01	74
	559/2	00	03	26
	559/3	00	06	31
	559/4	00	07	02
	559/8	00	00	10
	559/10	00	00	38
	559/11	00	01	17
	558/1	00	04	88
	558/2	00	05	53
	558/3	00	03	53
	558/4	00	05	33
	550/6	00	00	96
	550/5	00	07	15
	549/6	00	01	38
	549/5	00	00	51
	550/3	00	07	05
	550/2	00	11	99
	551	00	11	05
	536/6	00	03	49
	536/9	00	04	55
	536/8	00	07	17
	536/7	00	00	50
	528/14	00	00	40
	528/15	00	07	25

1	2	3	4	5
3) Karajada (Contd)	528/20	00	00	32
	528/16	00	03	55
	528/17	00	05	15
	528/18	00	00	72
	524/32	00	04	93
	524/31	00	03	34
	524/33	00	00	33
	524/34	00	03	75
	524/29	00	02	95
	524/35	00	01	38
	524/37	00	01	89
	524/36	00	04	94
	524/28	00	02	45
	524/27	00	04	61
	524/26	00	04	61
	524/25	00	03	91
	524/24	00	00	55
	524/22	00	10	30
	520/2	00	04	48
	520/4	00	05	12
	520/3	00	06	92
	520/1	00	03	51
	389/8	00	12	97
	389/16	00	00	89
	389/15	00	01	49
	389/14	00	00	92
	389/9	00	00	41
	389/13	00	01	25
	389/12	00	01	98
	389/11	00	01	65
	389/10	00	02	04
	388	00	05	86
	387/2	00	06	71
	387/3	00	08	42
	387/1	00	00	15
	386/8	00	06	98
	386/7	00	04	16
	386/1	00	07	26
	385/1	00	00	35
	395/1	00	04	49

1	2	3	4	5
3) Karajada (Contd)	399/1	00	08	87
	399/2	00	02	78
	398/2	00	00	32
	398/3	00	09	03
	398/4	00	02	90
	398/5	00	03	49
	400/4	00	11	28
	400/3	00	01	29
	400/2	00	00	84
	401/7	00	00	51
	401/8	00	06	12
	401/9	00	02	83
	401/10	00	09	28
	401/15	00	00	10
	401/14	00	00	20
	401/13	00	00	75
	401/12	00	00	98
	401/11	00	03	63
	402/3	00	03	85
	402/2	00	08	94
	404/3	00	06	78
	404/4	00	04	54
	404/5	00	03	27
	406	00	19	02
	408/1	00	07	53
	408/2	00	00	25
	408/3	00	00	10
	407/3	00	07	47
	337/3	00	05	35
	338/32	00	05	82
	338/31	00	04	80
	338/29	00	03	44
	337/1	00	15	38
	338/28	00	01	89
	337/2	00	00	19
	336/3	00	22	46
	336/4	00	02	57
	336/2	00	05	65
	308/3	00	08	03
	308/4	00	01	07

1	2	3	4	5
3) Karajada (Contd)	307/5	00	06	51
	307/7	00	01	19
	307/6	00	06	27
	302/1	00	33	68
	304/5	00	02	23
	302/2	00	09	73
	267/7	00	01	13
	267/6	00	00	98
	267/8	00	03	75
	268/3	00	08	85
	268/2	00	11	38
	268/1	00	06	20
	265/2	00	03	75
	264/1	00	03	77
	269/3	00	02	80
	269/1	00	11	36
	264/2	00	02	31
	263/2	00	20	23
	263/1	00	16	02
	261/8	00	04	42
	261/5	00	00	61
	269/2	00	01	54
	275/3	00	00	10
	275/2	00	01	00
	261/4	00	11	57
	31	00	41	42
	30/1	00	07	55
	30/2	00	00	99
	29/2	00	13	15
	36/1	00	15	23
	36/2	00	07	39
	36/3	00	09	61
	27/1	00	08	57
	26/2	00	02	71
	26/1	00	01	46
	25/1	00	19	21
	37/2	00	11	34
	24/3	00	03	01
	24/1	00	15	75
	24/2	00	05	53

1	2	3	4	5
3) Karajada (Conid)	21/11	00	23	31
	21/6	00	08	08
	21/7	00	00	10
	21/5	00	00	44
	19/28	00	14	82
	19/26	00	11	26
	19/22	00	00	95
	19/25	00	10	94
	19/24	00	12	50
	19/14	00	23	81
	19/15	00	30	40
	19/13	00	06	99
	19/12	00	19	11
	19/10	00	06	00
	19/11	00	04	33
	19/7	00	07	62
	19/6	00	22	83
	1/20	00	08	73
	1/19	00	01	39
	1/11	00	05	43
	1/10	00	10	97
	1/9	00	02	95
	1/8	00	02	76
	1/7	00	03	55
	1/6	00	06	48
	1/5	00	06	67
	1/4	00	19	84
4) Goppili	176/8	00	01	55
	176/7	00	07	12
	177/2	00	45	14
	177/1	00	01	93
	178/3	00	01	33
	178/2	00	08	30
	173/4	00	02	48
	173/3	00	22	63
	173/2	00	02	62
	174/1	00	17	39
	173/1	00	00	10
	136/15	00	00	88
	136/14	00	06	50

1	2	3	4	5
4) Gopoli (Contd)	136/13	00	13	30
	135/21	00	07	92
	135/19	00	00	10
	135/20	00	03	55
	135/18	00	03	32
	135/17	00	03	67
	135/16	00	02	90
	135/15	00	06	92
	135/10	00	05	28
	135/9	00	02	03
	135/8	00	02	84
	135/7	00	02	14
	135/4	00	01	91
	135/3	00	00	79
	135/2	00	01	18
	134/36	00	17	51
	134/40	00	10	99
	134/41	00	09	88
	134/18	00	15	19
	134/13	00	04	24
	134/20	00	00	49
	134/12	00	04	36
	134/11	00	00	44
	134/10	00	00	72

[F. No. L-14014/35/2010-GP]

SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून 2010

का. आ. 1496.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेवपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना में उपावह अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में आयाग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपायोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, भाविमुना, न्यु मेंचुरी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक अनन्दिगामा	जिला श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) पेद्दाताभरापल्लि	169	00	66	52
	175	00	06	80
	173	00	74	72
	172	00	03	35
	171	00	20	84
	170	00	08	25
	137	00	09	53
	136	00	13	44
	135	00	15	79
	133	00	05	62
	132	00	00	10
	131	00	24	70
	130	00	13	97
	129	00	36	21
	112	00	02	44
	110	00	52	37
	109	00	61	85
	108	00	16	11
	99	00	30	44
	98/2ए	00	24	08
	97/2ए	00	41	88
	97/2बी	00	04	10
	4/2	00	13	45
	9/1ए	00	06	08
	9/1बी	00	02	19
	9/2बी	00	00	35
	9/3	00	05	47
	9/4	00	07	16
	9/7	00	03	57
	10/11	00	00	19
	10/13	00	19	84
	10/12	00	00	10
	10/7	00	13	27
	10/6	00	06	37
	10/5	00	06	13
	10/1	00	00	84
	10/3	00	08	65

1	2	3	4	5
1) पेदातामरापल्लि (निरंतर)	10/2	00	08	85
2) सोन्तिनूरु	1	00	92	17
3) चिन्नतामरापल्लि	215/3	00	00	75
	215/4	00	03	33
	215/5	00	16	23
	215/9	00	26	78
	215/10	00	00	36
	216	00	00	10
	214/8	00	12	82
	214/18	00	11	11
	217/15	00	08	73
	217/16	00	03	30
	217/17	00	07	35
	217/18	00	00	51
	217/19ए	00	02	86
	217/19बी	00	04	03
	217/20	00	11	76
	217/21	00	02	57
	218/1	00	08	37
	218/2	00	00	10
	218/13	00	00	37
	219/4ए	00	04	38
	219/4बी	00	03	13
	219/5ए	00	06	10
	219/5बी	00	01	39
	219/6	00	05	94
	219/12	00	01	48
	219/14	00	03	98
	219/15	00	06	31
	219/16	00	03	84
	219/18	00	01	00
	219/19	00	07	42
	219/20	00	00	11
	225/1	00	05	22
	225/2	00	00	87
	225/3	00	00	36
	225/4	00	06	00
	225/5	00	01	69
	225/6	00	05	72
	225/7	00	00	10

1	2	3	4	5
3) चिन्तामरापल्लि (निरंतर)	2 25/8	00	00	37
	2 25/19	00	00	49
	2 24	00	02	79
	2 23/9	00	02	25
	2 23/10	00	05	84
	2 23/11	00	02	91
	2 23/12	00	01	46
	2 23/13	00	01	35
	2 23/15	00	04	71
	2 23/16	00	00	73
	2 23/17	00	00	39
	2 23/18	00	09	19
	2 23/20	00	02	61
	2 23/21	00	02	53
	2 23/22	00	03	52
	2 23/23	00	10	70
	2 23/24	00	02	76
	2 23/25	00	04	73
4) पोतुरलुरु	150/23	00	00	10
	150/28	00	01	19
	151/4सी	00	00	98
	151/5	00	09	45
	151/6	00	00	46
	151/15	00	00	11
	151/16ए	00	00	39
	151/16बी	00	00	73
	151/17सी	00	00	10
	151/18	00	01	05
	151/20बी	00	00	29
	151/20सी	00	02	89
	151/21	00	05	13
	151/22ए	00	02	09
	151/22बी	00	02	18
	151/22सी	00	03	57
	152/1	00	34	06
	152/3	00	01	97
	170/8	00	00	10
	170/9ए	00	00	96
	170/9बी	00	05	15
	170/10	00	01	56

1	2	3	4	5
4) पोतुरलुरु (निरंतर)	170/11	00	01	06
	170/14	00	00	30
	170/16	00	00	23
	170/17	00	01	34
	170/18	00	03	66
	170/19	00	06	33
	171	00	03	90
	172/2	00	02	85
	172/3	00	03	02
	172/4	00	07	72
	172/5	00	04	93
	172/6	00	06	34
	172/12	00	00	79
	172/13	00	05	23
	172/14	00	03	64
	172/15	00	00	10
	172/17	00	01	22
	172/19	00	07	17
	175	00	23	46
5) पोलवरम	16/26	00	02	22
	18/1वी	00	03	39
	18/1सी	00	05	16
	18/1डी	00	11	02
	18/1ई	00	01	98
	18/2	00	01	52
	18/3	00	18	83
	19/1जी	00	08	93
	19/2	00	05	26
	19/1आई	00	06	92
	19/1एच	00	04	18
	20/1मी	00	00	12
	20/4	00	09	10
	20/5	00	01	25
	20/6	00	00	42
	20/3	00	17	48
	21/5	00	08	37
	21/3	00	01	23
	21/2	00	00	22
	40	01	00	52
	36/7	00	00	32

1	2	3	4	5
5) पोलवरम (निरंतर)	36/6	00	19	09
	36/5	00	08	85
	36/4	00	07	83
	37	00	03	15
	33/5ए	00	04	09
	33/5बी	00	11	71
	32/2	00	05	62
	32/1	00	08	03
	32/3	00	14	93
	28/1बी2	00	00	51
	28/1सी2	00	01	65
	28/2सी	00	01	66
	28/3ई1	00	00	10
	28/1ए1	00	07	85
	28/3एच3	00	01	39
	28/3एफ2	00	03	35
	28/3डी1	00	00	10
	28/3सी	00	06	11
	28/3जी	00	03	66
	28/3एच1	00	06	97
	29/3ए	00	10	42
	29/3बी	00	00	79
	29/2ए	00	08	59
	29/2बी	00	03	63
	29/1बी	00	03	91
6) सुभद्रपुरम	42/2	00	03	38
	42/11	00	00	21
	42/7	00	01	79
	42/6	00	03	38
	42/5	00	05	69
	42/4	00	23	26
	43/13	00	00	10
	43/14सी	00	04	87
	43/14बी	00	00	10
	43/15	00	28	09
	44/2	00	01	42
	44/3	00	12	21
	44/4	00	00	49
	44/5	00	10	47
	44/6ए	00	00	10

1	2	3	4	5
6) सुभद्रपुरम (निरंतर)	45/4	00	02	65
	45/5	00	00	10
	45/7	00	02	37
	45/9	00	06	07
	45/10वी	00	04	16
	45/10ए	00	09	01
	45/8	00	00	58
	45/11	00	16	58
	47/16	00	00	78
	47/12	00	00	27
	49/10ए	00	03	14
	49/9	00	06	17
	49/7ए	00	03	42
	49/6ए	00	07	37
	49/6वी	00	12	99
	49/5	00	00	13
	49/2ए	00	15	32
	49/2वी	00	11	41
	49/3	00	00	10
	48/1	00	10	76
	48/6	00	12	53
	52/1	00	06	35
	52/3	00	00	38
	52/4	00	00	46
7) चिन्नलवनपल्लि	310/15	00	00	37
	310/20	00	02	11
	310/21	00	02	91
	310/22	00	03	81
	310/23	00	02	28
	311/4	00	07	34
	311/5ए	00	02	84
	311/5वी	00	01	18
	311/6	00	14	35
	311/7	00	00	74
	311/9	00	00	10
	311/10	00	04	35
	311/11	00	02	28
	311/12	00	04	33
	311/13	00	07	52
	311/14	00	02	92

1	2	3	4	5
7) चिन्नलवनपल्लि (निरंतर)	311/15ए	00	03	76
	311/15बी	00	00	54
	311/16	00	00	78
	311/17	00	01	17
	311/18	00	06	17
	311/19	00	00	10
	305/1ए	00	02	51
	305/1बी	00	00	83
	305/2बी	00	02	01
	305/4	00	03	81
	305/5	00	03	47
	305/6	00	03	64
	305/7	00	00	41
	305/8	00	06	29
	305/9	00	05	01
	305/10	00	05	35
	305/11	00	02	55
	305/13	00	01	67
	305/14	00	00	10
	306/10	00	01	88
	306/11	00	01	31
	306/12	00	01	61
	306/13	00	00	56
	306/21	00	00	10
	304/2	00	03	68
	304/3	00	03	74
	304/4	00	00	48
	304/10ए2	00	12	09
	304/11सी	00	04	42
	304/12ए	00	04	58
	304/14बी	00	04	22
	303/1	00	06	16
	303/2	00	00	84
	303/6	00	06	06
	303/7	00	03	58
	303/8	00	00	96
	303/9	00	00	44
	303/10	00	00	13
	303/11	00	00	10
	303/12	00	04	72

1	2	3	4	5
7) चिन्नलवनपल्लि (निरंतर)	303/13	00	04	42
	303/14	00	01	04
	302/18वी	00	03	67
	302/19	00	03	17
	302/22	00	01	14
	297/6वी	00	00	77
	297/20मी	00	03	42
	297/20ञी	00	01	07
	296/8	00	00	15
	296/9	00	08	18
	296/10	00	01	82
	296/11	00	05	19
	296/12	00	02	13
	296/13	00	04	99
	296/14	00	06	32
	296/15	00	02	97
	296/20	00	03	80
	294/2	00	01	57
	294/3	00	02	49
	294/4ए	00	01	57
	294/4वी	00	02	78
	294/4सी	00	00	10
	294/5	00	04	26
	294/6	00	02	43
	294/7	00	01	66
	294/8	00	02	20
	294/9	00	02	94
	294/12ए	00	02	15
	294/13ए	00	00	32
	295/3ए	00	00	25
	295/3वी	00	00	10
	295/3सी	00	00	63
	295/5	00	00	20
	295/7	00	00	58
	295/8	00	03	78
	295/9	00	03	28
	295/10	00	02	18
	295/11	00	00	28
	295/13ए	00	02	84
	295/13वी	00	02	95

1	2	3	4	5
7) चिन्नलवनपल्लि (निरंतर)	295/14ए	00	02	10
	295/14बी	00	06	69
	295/14सी	00	04	13
	295/14डी	00	09	00
	295/15	00	02	72
	295/16	00	01	33
	295/17	00	06	63
	295/18ए	00	04	18
	295/18बी	00	00	10
	292/1	00	00	52
	288/1	00	08	61
	288/2	00	03	04
	288/3	00	00	29
	288/7	00	03	83
	288/8	00	02	36
	288/9	00	07	15
	288/11	00	03	25
	288/12	00	03	38
	288/13	00	00	10
	289/1	00	11	59
	289/3ए	00	07	43
	289/3बी	00	00	21
	289/3सी	00	02	65
	289/4	00	10	65
	289/5	00	01	46
	289/6	00	04	60
	289/7	00	02	20
	290	00	04	35
8) लोट्टिगम	21/1	00	13	37
	22	00	00	10
	26/1	00	19	00
	26/2	00	38	54
	26/3	00	40	34
	27	00	01	93
	28	00	00	31
	30/3बी	00	12	45
	30/3ए	00	16	72
	31	00	01	83
	32/1	00	00	78
	32/9	00	00	10

1	2	3	4	5
8) लोडिंगम (निरंतर)	14/5	00	00	10
	14/9	00	03	57
	14/10	00	08	32
	14/11	00	00	71
	14/12	00	05	26
	14/13	00	06	94
	14/15	00	01	73
	14/16	00	00	64
	14/17	00	06	62
	14/18	00	02	81
	14/19	00	01	97
	14/20	00	00	45
	14/21	00	02	56
	35/1	00	14	38
	35/2	00	00	10
	35/6	00	08	72
	35/7	00	10	77
	35/8	00	01	21
	35/9	00	00	57
	35/10	00	00	62
	13/3	00	01	45
	13/4	00	00	29
	13/5	00	03	92
	13/6	00	02	58
	13/7	00	02	25
	36	00	12	00
	37/1	00	01	43
	37/3	00	06	45
	5	01	23	46
9) कोन्हेतेम्बूरू	35/1	00	01	80
	35/11	00	00	98
	35/12	00	03	60
	35/13	00	00	40
	35/14	00	00	91
	35/15	00	03	63
	35/16	00	01	52
	35/17	00	00	60
	35/18	00	01	14
	35/19	00	01	51
	35/2	00	14	85

1	2	3	4	5
9) कोन्डोम्बूरू (निरंतर)	35/2 2	00	01	81
	35/2 5	00	00	78
	35/2 6	00	01	12
	35/3	00	01	19
	35/4	00	01	48
	35/5	00	04	80
	35/6	00	00	37
	35/7	00	00	10
	37/1	00	04	81
	37/2	00	05	95
	37/3	00	09	76
	37/5	00	05	46
	37/6	00	06	73
	38/1ए	00	00	48
	38/1वी	00	04	45
	38/2	00	01	09
	38/3	00	02	19
	38/4	00	00	78
	38/6	00	05	78
	38/7	00	05	60
	38/8	00	04	59
	39/1	00	01	42
	39/8	00	00	10
	39/9	00	02	29
	39/10	00	01	98
	39/11	00	00	10
	39/16वी	00	02	40
	39/16सी	00	02	51
	39/16डी	00	00	10
	39/2	00	04	09
	39/3	00	00	10
	39/4	00	03	39
	39/5	00	20	08
	40/13	00	06	10
	40/14	00	01	60
	40/15	00	01	85
	40/20	00	01	78
	40/21	00	03	51
	40/22	00	03	19
	40/23ए	00	00	10

1	2	3	4	5
9) कोन्डतेम्बूरु (निरंतर)	40/4	00	01	65
	40/5	00	04	88
	42/13	00	01	47
	42/14	00	06	82
	42/15	00	00	95
	42/16	00	00	61
	42/17	00	03	78
	42/18	00	04	31
	42/19	00	00	32
	42/2	00	00	85
	40/23वी	00	00	10
	42/3	00	02	87
	42/4ए	00	05	67
	42/4बी	00	03	07
	42/5	00	00	57
	42/6	00	00	53
	42/7	00	02	76
	42/8	00	03	37
	43/10	00	05	86
	43/11	00	06	86
	43/12	00	03	92
	43/13	00	12	09
	43/18	00	01	48
	43/19	00	01	96
	43/20	00	01	77
	43/21	00	02	65
	43/22	00	06	72
	43/23	00	01	55
	43/27	00	00	23
	43/3	00	00	49
	43/4	00	05	23
	43/5	00	02	36
	43/8	00	00	16
	44/1	00	01	79
	44/12	00	00	98
	44/13	00	00	71
	44/14	00	03	65
	44/15	00	00	42
	44/16	00	00	36
	44/17	00	04	21

1	2	3	4	5
9) कोन्डतेम्बूरु (निरंतर)	44/18	00	00	43
	44/2	00	01	17
	44/3	00	02	97
	44/4	00	03	15
	44/5	00	02	50
	44/6	00	01	16
	45/11डी	00	02	87
	45/13	00	04	90
	52/15	00	05	78
	53/1	00	01	47
	56/16	00	23	63
	87/1	00	12	53
	87/10	00	02	31
	87/12	00	02	63
	87/13ए	00	09	19
	87/13बी	00	01	06
	87/13सी	00	01	76
	87/14ए	00	09	87
	87/6	00	00	48
	87/7	00	01	34
	87/8	00	00	43
	87/9	00	01	81
	89/12	00	00	21
	89/13	00	00	95
	89/14	00	03	69
	89/15	00	09	85
	89/16	00	04	66
	89/17	00	14	42
	89/18	00	00	19
	89/22	00	01	16
	89/23	00	00	30
	89/9	00	01	99
10) वियासमपल्लि	92/19बी	00	05	91
	92/19सी	00	05	07
	92/19ए	00	06	34
	92/17	00	00	12
	92/13सी	00	03	49
	92/16डी	00	01	75
	62/11	00	00	10
	92/13बी	00	07	40

1	2	3	4	5
10) वियासमपल्लि (निरंतर)	92/16मी	00	01	57
	92/16वी	00	01	56
	92/4ए	00	00	10
	92/16ए	00	02	03
	92/4डी	00	01	69
	92/15वी	00	02	25
	92/13ए	00	02	82
	92/15ए	00	01	21
	92/14ए	00	03	33
	92/14वी	00	01	64
	92/4सी	00	00	66
	92/4वी	00	00	83
	92/4ए	00	02	32
	92/8सी	00	03	71
	92/8वी	00	03	63
	92/5	00	05	24
	92/8ए	00	04	25
	92/6	00	03	84
	92/7	00	03	88
	69	00	04	39
	67/12	00	00	56
	67/10	00	02	53
	67/7	00	09	08
	67/8	00	01	75
	67/9	00	00	78
	67/5	00	04	36
	67/6	00	00	38
	67/4वी	00	04	70
	67/2	00	06	66
	67/3	00	03	69
	66/8	00	06	72
	66/9	00	00	44
	66/10	00	03	67
	66/7	00	04	50
	66/4	00	01	98
	66/6	00	08	91
	66/5	00	08	11
	66/1	00	06	33
	65/4	00	06	28
	65/3	00	03	49

1	2	3	4	5
10) वियासमपल्लि (निरंतर)	65/5	00	06	28
	65/1ए	00	01	96
	65/2	00	04	36
	65/1बी	00	00	98
	63/3बी	00	03	90
	63/3ए	00	02	77
	63/2	00	00	99
	64/8	00	10	54
	64/5बी	00	04	65
	64/5ए	00	06	28
	64/6	00	00	32
	64/4	00	04	20
	64/3बी	00	02	25
	64/3ए	00	06	20
11) संतोषपुरम	40/5ए	00	20	93
	41/1	00	01	67
	41/2	00	01	74
	41/3	00	01	99
	41/4	00	02	61
	41/5	00	09	50
	41/6	00	00	10
	41/11	00	00	74
	41/12	00	10	65
	41/13	00	05	32
	41/14	00	03	62
	41/15	00	00	60
	41/16	00	11	47
12) बेज्जिपल्लि	183/1	00	10	79
	183/2ए	00	05	41
	186	00	44	43
	189/19	00	00	10
	187/4	00	01	54
	187/5	00	11	94
	187/6	00	05	64
	187/7	00	00	10
	187/3बी	00	02	09
	187/3सी	00	04	89
	187/3डी	00	03	31
	187/3ई	00	08	31
	187/3एफ	00	01	11

1	2	3	4	5
12) बेजिपल्लि (निरंतर)	188/8	00	01	90
	196/15	00	10	90
	196/14	00	01	87
	196/16	00	02	48
	196/13ए	00	12	50
	196/23	00	01	15
	196/11	00	03	91
	196/12	00	03	96
	196/6	00	00	10
	196/5	00	04	39
	196/4	00	00	44
	197	00	01	70
	203/3	00	00	10
	203/2	00	03	97
	203/1ए	00	04	98
	203/18	00	00	10
	198/16	00	10	20
	198/15	00	04	78
	198/14	00	04	93
	198/11	00	03	62
	198/12	00	00	10
	198/6	00	01	17
	198/5	00	10	82
	198/4	00	05	13
	199/13	00	00	17
	199/12	00	12	24
	199/11	00	06	60
	199/3	00	00	53
	200/24	00	01	05
	200/23बी	00	01	77
	200/23ए	00	02	78
	200/22ए	00	03	61
	200/21ए	00	03	71
	200/19ए	00	01	01
	200/19बी	00	02	39
	200/18	00	00	10
	200/17	00	02	01
	200/21बी	00	00	39
	200/20ए	00	01	25
	200/20बी	00	00	10

1	2	3	4	5
12) बेज्जिपल्लि (निरंतर)	200/16	00	01	77
	200/15ए	00	02	89
	200/15बी	00	00	48
	200/14	00	03	41
	200/13	00	01	44
	200/12	00	00	32
	200/6	00	00	63
	200/5सी	00	02	23
	200/5बी	00	02	45
	200/5ए	00	03	09
	200/4ए	00	00	46
	200/4बी	00	01	28
	200/4सी	00	03	37
	200/3	00	01	05
	100/25	00	00	75
	100/23	00	00	10
	201	00	05	92
	99	00	11	53

[फा सं. एल.-14014/34/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1496.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2, Savisuja, Opp New Century Public School, L.B. Nagar, Kakinada – 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Nandigama		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Peddatamarapalli	169	00	66	52	
	175	00	06	80	
	173	00	74	72	
	172	00	03	35	
	171	00	20	84	
	170	00	08	25	
	137	00	09	53	
	136	00	13	44	
	135	00	15	79	
	133	00	05	62	
	132	00	00	10	
	131	00	24	70	
	130	00	13	97	
	129	00	36	21	
	112	00	02	44	
	110	00	52	37	
	109	00	61	85	
	108	00	16	11	
	99	00	30	44	
	98/2A	00	24	08	
	97/2A	00	41	88	
	97/2B	00	04	10	
	4/2	00	13	45	
	9/1A	00	06	08	
	9/1B	00	02	19	
	9/2B	00	00	35	
	9/3	00	05	47	
	9/4	00	07	16	
	9/7	00	03	57	
	10/11	00	00	19	
	10/13	00	19	84	
	10/12	00	00	10	
	10/7	00	13	27	
	10/6	00	06	37	
	10/5	00	06	13	
	10/1	00	00	84	
	10/3	00	08	65	

1	2	3	4	5
1) Peddatamarapalli (Contd)	10/2	00	08	85
2) Sontinuru	1	00	92	17
3) Chinnatamarapalli	215/3	00	00	75
	215/4	00	03	33
	215/5	00	16	23
	215/9	00	26	78
	215/10	00	00	36
	216	00	00	10
	214/8	00	12	82
	214/18	00	11	11
	217/15	00	08	73
	217/16	00	03	30
	217/17	00	07	35
	217/18	00	00	51
	217/19A	00	02	86
	217/19B	00	04	03
	217/20	00	11	76
	217/21	00	02	57
	218/1	00	08	37
	218/2	00	00	10
	218/13	00	00	37
	219/4A	00	04	38
	219/4B	00	03	13
	219/5A	00	06	10
	219/5B	00	01	39
	219/6	00	05	94
	219/12	00	01	48
	219/14	00	03	98
	219/15	00	06	31
	219/16	00	03	84
	219/18	00	01	00
	219/19	00	07	42
	219/20	00	00	11
	225/1	00	05	22
	225/2	00	00	87
	225/3	00	00	36
	225/4	00	06	00
	225/5	00	01	69
	225/6	00	05	72
	225/7	00	00	10

1	2	3	4	5
3) Chinnatamarapalli (Contd)	225/8	00	00	37
	225/19	00	00	49
	224	00	02	79
	223/9	00	02	25
	223/10	00	05	84
	223/11	00	02	91
	223/12	00	01	46
	223/13	00	01	35
	223/15	00	04	71
	223/16	00	00	73
	223/17	00	00	39
	223/18	00	09	19
	223/20	00	02	61
	223/21	00	02	53
	223/22	00	03	52
	223/23	00	10	70
	223/24	00	02	76
	223/25	00	04	73
4) Pothurluru	150/23	00	00	10
	150/28	00	01	19
	151/4C	00	00	98
	151/5	00	09	45
	151/6	00	00	46
	151/15	00	00	11
	151/16A	00	00	39
	151/16B	00	00	73
	151/17C	00	00	10
	151/18	00	01	05
	151/20B	00	00	29
	151/20C	00	02	89
	151/21	00	05	13
	151/22A	00	02	09
	151/22B	00	02	18
	151/22C	00	03	57
	152/1	00	34	06
	152/3	00	01	97
	170/8	00	00	10
	170/9A	00	00	96
	170/9B	00	05	15
	170/10	00	01	58

1	2	3	4	5
4) Pothurluru (Contd)	170/11	00	01	06
	170/14	00	00	30
	170/16	00	00	23
	170/17	00	01	34
	170/18	00	03	66
	170/19	00	06	33
	171	00	03	90
	172/2	00	02	85
	172/3	00	03	02
	172/4	00	07	72
	172/5	00	04	93
	172/6	00	06	34
	172/12	00	00	79
	172/13	00	05	23
	172/14	00	03	64
	172/15	00	00	10
	172/17	00	01	22
	172/19	00	07	17
	175	00	23	46
5) Polavaram	16/26	00	02	22
	18/1B	00	03	39
	18/1C	00	05	16
	18/1D	00	11	02
	18/1E	00	01	98
	18/2	00	01	52
	18/3	00	18	83
	19/1G	00	08	93
	19/2	00	05	26
	19/1I	00	06	92
	19/1H	00	04	18
	20/1C	00	00	12
	20/4	00	09	10
	20/5	00	01	25
	20/6	00	00	42
	20/3	00	17	48
	21/5	00	08	37
	21/3	00	01	23
	21/2	00	00	22
	40	01	00	52
	36/7	00	00	32

1	2	3	4	5
5) Polavaram (Contd)	36/6	00	19	09
	36/5	00	08	85
	36/4	00	07	83
	37	00	03	15
	33/5A	00	04	09
	33/5b	00	11	71
	32/2	00	05	62
	32/1	00	08	03
	32/3	00	14	93
	28/1B2	00	00	51
	28/1C2	00	01	65
	28/2C	00	01	66
	28/3E1	00	00	10
		00	07	85
	28/3H3	00	01	39
	28/3F2	00	03	35
	28/3D1	00	00	10
	28/3C	00	06	11
	28/3G	00	03	66
	28/3H1	00	06	97
	29/3A	00	10	42
	29/3B	00	00	79
	29/2A	00	08	59
	29/2B	00	03	63
	29/1B	00	03	91
6) Subhadrapuram	42/2	00	03	38
	42/11	00	00	21
	42/7	00	01	79
	42/6	00	03	38
	42/5	00	05	69
	42/4	00	23	26
	43/13	00	00	10
	43/14C	00	04	87
	43/14B	00	00	10
	43/15	00	28	09
	44/2	00	01	42
	44/3	00	12	21
	44/4	00	00	49
	44/5	00	10	47
	44/6A	00	06	10

1	2	3	4	5
6) Subhadrapuram (Contd)	45/4	00	02	65
	45/5	00	00	10
	45/7	00	02	37
	45/9	00	06	07
	45/10B	00	04	16
	45/10A	00	09	01
	45/8	00	00	58
	45/11	00	16	58
	47/16	00	00	78
	47/12	00	00	27
	49/10A	00	03	14
	49/9	00	06	17
	49/7A	00	03	42
	49/6A	00	07	37
	49/6B	00	12	99
	49/5	00	00	13
	49/2A	00	15	32
	49/2B	00	11	41
	49/3	00	00	10
	48/1	00	10	76
	48/6	00	12	53
	52/1	00	06	35
	52/3	00	00	38
	52/4	00	00	46
7) Chinnalavanapalli	310/15	00	00	37
	310/20	00	02	11
	310/21	00	02	91
	310/22	00	03	81
	310/23	00	02	28
	311/4	00	07	34
	311/5A	00	02	84
	311/5B	00	01	18
	311/6	00	14	35
	311/7	00	00	74
	311/9	00	00	10
	311/10	00	04	35
	311/11	00	02	28
	311/12	00	04	33
	311/13	00	07	52
	311/14	00	02	92

1	2	3	4	5
7) Chinnalavanapalli (Contd)	311/15A	00	03	76
	311/15B	00	00	54
	311/16	00	00	78
	311/17	00	01	17
	311/18	00	06	17
	311/19	00	00	10
	305/1A	00	02	51
	305/1B	00	00	83
	305/2B	00	02	01
	305/4	00	03	81
	305/5	00	03	47
	305/6	00	03	64
	305/7	00	00	41
	305/8	00	06	29
	305/9	00	05	01
	305/10	00	05	35
	305/11	00	02	55
	305/13	00	01	67
	305/14	00	00	10
	306/10	00	01	88
	306/11	00	01	31
	306/12	00	01	61
	306/13	00	00	56
	306/21	00	00	10
	304/2	00	03	68
	304/3	00	03	74
	304/4	00	00	48
	304/10A2	00	12	09
	304/11C	00	04	42
	304/12A	00	04	58
	304/14B	00	04	22
	303/1	00	06	16
	303/2	00	00	84
	303/6	00	06	06
	303/7	00	03	58
	303/8	00	00	96
	303/9	00	00	44
	303/10	00	00	13
	303/11	00	00	10
	303/12	00	04	72

1	2	3	4	5
7) Chinnalavanapalli (Contd)	303/13	00	04	42
	303/14	00	01	04
	302/18B	00	03	67
	302/19	00	03	17
	302/22	00	01	14
	297/6B	00	00	77
	297/20C	00	03	42
	297/20D	00	01	07
	296/8	00	00	15
	296/9	00	08	18
	296/10	00	01	82
	296/11	00	05	19
	296/12	00	02	13
	296/13	00	04	99
	296/14	00	06	32
	296/15	00	02	97
	296/20	00	03	80
	294/2	00	01	57
	294/3	00	02	49
	294/4A	00	01	57
	294/4B	00	02	78
	294/4C	00	00	10
	294/5	00	04	26
	294/6	00	02	43
	294/7	00	01	66
	294/8	00	02	20
	294/9	00	02	94
	294/12A	00	02	15
	294/13A	00	00	32
	295/3A	00	00	25
	295/3B	00	00	10
	295/3C	00	00	63
	295/5	00	00	20
	295/7	00	00	58
	295/8	00	03	78
	295/9	00	03	28
	295/10	00	02	18
	295/11	00	00	28
	295/13A	00	02	84
	295/13B	00	02	95

1	2	3	4	5
7) Chinnalavanapalli (Contd)	295/14A	00	02	10
	295/14B	00	06	69
	295/14C	00	04	13
	295/14D	00	09	00
	295/15	00	02	72
	295/16	00	01	33
	295/17	00	06	63
	295/18A	00	04	18
	295/18B	00	00	10
	292/1	00	00	52
	288/1	00	08	61
	288/2	00	03	04
	288/3	00	00	29
	288/7	00	03	83
	288/8	00	02	36
	288/9	00	07	15
	288/11	00	03	25
	288/12	00	03	38
	288/13	00	00	10
	289/1	00	11	59
	289/3A	00	07	43
	289/3B	00	00	21
	289/3C	00	02	65
	289/4	00	10	65
	289/5	00	01	46
	289/6	00	04	60
	289/7	00	02	20
	290	00	04	35
8) Lottigam	21/1	00	13	37
	22	00	00	10
	26/1	00	19	00
	26/2	00	38	54
	26/3	00	40	34
	27	00	01	93
	28	00	00	31
	30/3B	00	12	45
	30/3A	00	16	72
	31	00	01	83
	32/1	00	00	78
	32/9	00	00	10

1	2	3	4	5
8) Lottigam (Contd)	14/5	00	00	10
	14/9	00	03	57
	14/10	00	08	32
	14/11	00	00	71
	14/12	00	05	26
	14/13	00	06	94
	14/15	00	01	73
	14/16	00	00	64
	14/17	00	06	62
	14/18	00	02	81
	14/19	00	01	97
	14/20	00	00	45
	14/21	00	02	56
	35/1	00	14	38
	35/2	00	00	10
	35/6	00	08	72
	35/7	00	10	77
	35/8	00	01	21
	35/9	00	00	57
	35/10	00	00	62
	13/3	00	01	45
	13/4	00	00	29
	13/5	00	03	92
	13/6	00	02	58
	13/7	00	02	25
	36	00	12	00
	37/1	00	01	43
	37/3	00	06	45
	5	01	23	46
9) Kondathemburu	35/1	00	01	80
	35/11	00	00	98
	35/12	00	03	60
	35/13	00	00	40
	35/14	00	00	91
	35/15	00	03	63
	35/16	00	01	52
	35/17	00	00	60
	35/18	00	01	14
	35/19	00	01	51
	35/2	00	14	85

1	2	3	4	5
9) Kondathemburu (Contd)	35/22	00	01	81
	35/25	00	00	78
	35/26	00	01	12
	35/3	00	01	19
	35/4	00	01	48
	35/5	00	04	80
	35/6	00	00	37
	35/7	00	00	10
	37/1	00	04	81
	37/2	00	05	95
	37/3	00	09	76
	37/5	00	05	46
	37/6	00	06	73
	38/1A	00	00	48
	38/1B	00	04	45
	38/2	00	01	09
	38/3	00	02	19
	38/4	00	00	78
	38/6	00	05	78
	38/7	00	05	60
	38/8	00	04	59
	39/1	00	01	42
	39/8	00	00	10
	39/9	00	02	29
	39/10	00	01	98
	39/11	00	00	10
	39/16B	00	02	40
	39/16C	00	02	51
	39/16D	00	00	10
	39/2	00	04	09
	39/3	00	00	10
	39/4	00	03	39
	39/5	00	20	08
	40/13	00	06	10
	40/14	00	01	50
	40/15	00	01	85
	40/20	00	01	78
	40/21	00	03	51
	40/22	00	03	19
	40/23A	00	00	10

1	2	3	4	5
9) Kondathemburu (Contd)	40/4	00	01	65
	40/5	00	04	88
	42/13	00	01	47
	42/14	00	06	82
	42/15	00	00	95
	42/16	00	00	61
	42/17	00	03	78
	42/18	00	04	31
	42/19	00	00	32
	42/2	00	00	85
	40/23B	00	00	10
	42/3	00	02	87
	42/4A	00	05	67
	42/4B	00	03	07
	42/5	00	00	57
	42/6	00	00	53
	42/7	00	02	76
	42/8	00	03	37
	43/10	00	05	86
	43/11	00	06	86
	43/12	00	03	92
	43/13	00	12	09
	43/18	00	01	48
	43/19	00	01	96
	43/20	00	01	77
	43/21	00	02	65
	43/22	00	06	72
	43/23	00	01	55
	43/27	00	00	23
	43/3	00	00	49
	43/4	00	05	23
	43/5	00	02	36
	43/8	00	00	16
	44/1	00	01	79
	44/12	00	00	98
	44/13	00	00	71
	44/14	00	03	65
	44/15	00	00	42
	44/16	00	00	36
	44/17	00	04	21

1	2	3	4	5
9) Kondathemburu (Contd)	44/18	00	00	43
	44/2	00	01	17
	44/3	00	02	97
	44/4	00	03	15
	44/5	00	02	50
	44/6	00	01	16
	45/11D	00	02	87
	45/13	00	04	90
	52/15	00	05	78
	53/1	00	01	47
	56/16	00	23	63
	87/1	00	12	53
	87/10	00	02	31
	87/12	00	02	63
	87/13A	00	09	19
	87/13B	00	01	06
	87/13C	00	01	76
	87/14A	00	09	87
	87/6	00	00	48
	87/7	00	01	34
	87/8	00	00	43
	87/9	00	01	81
	89/12	00	00	21
	89/13	00	00	95
	89/14	00	03	69
	89/15	00	09	85
	89/16	00	04	66
	89/17	00	14	42
	89/18	00	00	19
	89/22	00	01	16
	89/23	00	00	30
	89/9	00	01	99
10) Viasampalli	92/19B	00	05	91
	92/19C	00	05	07
	92/19A	00	06	34
	92/17	00	00	12
	92/13C	00	03	49
	92/16D	00	01	75
	62/11	00	00	10
	92/13B	00	07	40

1	2	3	4	5
10) Viasampalli (Contd)	92/16C	00	01	57
	92/16B	00	01	56
	92/4E	00	00	10
	92/16A	00	02	03
	92/4D	00	01	69
	92/15B	00	02	25
	92/13A	00	02	82
	92/15A	00	01	21
	92/14A	00	03	33
	92/14B	00	01	64
	92/4C	00	00	66
	92/4B	00	00	83
	92/4A	00	02	32
	92/8C	00	03	71
	92/8B	00	03	63
	92/5	00	05	24
	92/8A	00	04	25
	92/6	00	03	84
	92/7	00	03	88
	69	00	04	39
	67/12	00	00	56
	67/10	00	02	53
	67/7	00	09	08
	67/8	00	01	75
	67/9	00	00	78
	67/5	00	04	36
	67/6	00	00	38
	67/4B	00	04	70
	67/2	00	06	66
	67/3	00	03	69
	66/8	00	06	72
	66/9	00	00	44
	66/10	00	03	67
	66/7	00	04	50
	66/4	00	01	98
	66/6	00	08	91
	66/5	00	08	11
	66/1	00	06	33
	65/4	00	06	28
	65/3	00	03	49

1	2	3	4	5
10) Viasampalli (Contd)	65/5	00	06	28
	65/1A	00	01	96
	65/2	00	04	36
	65/1B	00	00	98
	63/3B	00	03	90
	63/3A	00	02	77
	63/2	00	00	99
	64/8	00	10	54
	64/5B	00	04	65
	64/5A	00	06	28
	64/6	00	00	32
	64/4	00	04	20
	64/3B	00	02	25
	64/3A	00	06	20
11) Santhoshapuram	40/5A	00	20	93
	41/1	00	01	67
	41/2	00	01	74
	41/3	00	01	99
	41/4	00	02	61
	41/5	00	09	50
	41/6	00	00	10
	41/11	00	00	74
	41/12	00	10	65
	41/13	00	05	32
	41/14	00	03	62
	41/15	00	00	60
	41/16	00	11	47
12) Bejjipalli	183/1	00	10	79
	183/2A	00	05	41
	186	00	44	43
	189/19	00	00	10
	187/4	00	01	54
	187/5	00	11	94
	187/6	00	05	64
	187/7	00	00	10
	187/3B	00	02	09
	187/3C	00	04	89
	187/3D	00	03	31
	187/3E	00	08	31
	187/3F	00	01	11

1	2	3	4	5
12) Bejjipalli (Contd)	188/8	00	01	90
	196/15	00	10	90
	196/14	00	01	87
	196/16	00	02	48
	196/13A	00	12	50
	196/23	00	01	15
	196/11	00	03	91
	196/12	00	03	96
	196/6	00	00	10
	196/5	00	04	39
	196/4	00	00	44
	197	00	01	70
	203/3	00	00	10
	203/2	00	03	97
	203/1A	00	04	98
	203/18	00	00	10
	198/16	00	10	20
	198/15	00	04	78
	198/14	00	04	93
	198/11	00	03	62
	198/12	00	00	10
	198/6	00	01	17
	198/5	00	10	82
	198/4	00	05	13
	199/13	00	00	17
	199/12	00	12	24
	199/11	00	06	60
	199/3	00	00	53
	200/24	00	01	05
	200/23B	00	01	77
	200/23A	00	02	78
	200/22A	00	03	61
	200/21A	00	03	71
	200/19A	00	01	01
	200/19B	00	02	39
	200/18	00	00	10
	200/17	00	02	01
	200/21B	00	00	39
	200/20A	00	01	25
	200/20B	00	00	10

1	2	3	4	5
12) Bejjipalli (Contd)	200/16	00	01	77
	200/15A	00	02	89
	200/15B	00	00	48
	200/14	00	03	41
	200/13	00	01	44
	200/12	00	00	32
	200/6	00	00	63
	200/5C	00	02	23
	200/5B	00	02	45
	200/5A	00	03	09
	200/4A	00	00	46
	200/4B	00	01	28
	200/4C	00	03	37
	200/3	00	01	05
	100/25	00	00	75
	100/23	00	00	10
	201	00	05	92
	99	00	11	53

[F. No. L-14014/34/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून 2010

का. आ. 1497.— भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1855 तारीख 29 जून, 2009 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स ग्लोएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावडा गैस पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 06 अप्रैल, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन विछाने के संबंध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विस्तरों में मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल/ तेहसिल/ तालुक : तोंडानी			जिला :पूर्वी गोदावरी		राज्य :आन्ध्र प्रदेश		
गाँव का नाम			सर्वे सं/सब डिविजन सं.		आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल		
					हेक्टेयर	एयर	सि एयर
1			2		3	4	5
1) राविकमपाडु	269				00	59	35
	270				00	02	30
	273/3				00	01	93
	273/4				00	39	34
	271				00	01	22
	272				00	41	80
	249				00	70	86
	246/8				00	08	42
	226				00	07	97
	228				00	30	80
	227/3				00	28	62
	227/4				00	17	98
	227/2				00	08	45
	230				00	02	71
	148				00	22	23
	147				00	05	33
	149/1				00	00	74
	146				00	22	88
	145				00	07	14
	144/3				00	05	65
	144/4				00	21	99
	143				00	23	52
	123				00	26	26
	122				00	45	73
	118				00	04	14
	117/11				00	16	67
	117/10				00	00	87
	116				00	02	13
	113/8				00	21	34
	113/3				00	01	67
	113/6				00	22	09
	113/5				00	06	34
	113/7				00	16	69
	114/7				00	15	92
	111/1				00	05	14
	111/2				00	00	15
	34/1				00	00	76

1	2	3	4	5
1) राविकमपाडु (निरंतर)	34/2	00	14	31
	34/3	00	31	48
	34/4	00	46	26
	33/1	00	03	82
2) पी.ई.चिन्नय्यपालेम	329/1	00	00	40
	329/2	00	00	40
	328	00	01	58
	269/1	00	98	42
	271	00	05	25
	301/4	00	04	21
	300/1	00	11	10
	300/2	00	11	47
	302/2	00	01	97
	297/3	00	40	22
	298/4	00	14	03
	298/1	00	04	17
	293	00	01	71
	294/4	00	07	73
	294/5	00	06	20
	292/1	00	04	11
	292/2	00	07	90
	292/3	00	07	90
	291/7	00	20	04
	291/2	00	14	66
	291/3	00	08	07
	289/1	00	05	60
	289/2	00	04	61
	289/3	00	07	17
	288/2	00	13	39
	286	00	63	68
	285	00	01	08
	277	00	04	23
	275	00	08	99
	276	00	37	85
	115	00	41	71
	116	00	07	69
	117	00	32	73
	118	00	03	42
	119/2	00	13	27
	119/3	00	00	50
	119/4	00	11	97
	119/5	00	05	08

1	2	3	4	5
2) पी.ई.चिन्मयपालम (निर्गत)	120/3	00	00	40
	120/4	00	07	57
	124	00	33	54
	125/1	00	19	15
	125/2	00	00	10
	128	00	02	77
	127	00	27	65
	126	00	01	16
	133	00	03	07
	136	00	09	38
	137	00	41	76
	140	00	01	13
	139	00	35	56
	142/2	00	05	95
	142/3	00	18	45
	144	00	01	76
	146	00	28	90
	198	00	02	53
	147	00	17	72
	190	00	23	16
	189	00	00	76
	188	00	12	53
	151	00	07	80
	187	00	32	72
	162/2	00	01	06
	184	00	25	02
	183	00	17	09
	185/1	00	08	14
	185/2	00	08	51
	185/3	00	08	18
	185/4	00	02	47
	185/6	00	03	80
	180/2	00	00	81
	179	00	09	00
	178/2	00	19	90
	178/1	00	01	63
	391	00	49	67
	392	00	15	78
	393	00	39	48
	394/7	00	06	64
3) वेन्डपूडी	5	00	14	33
	6	00	46	47

1	2	3	4	5
3) वेन्डपूडा (निरंतर)	8	00	80	54
	16	00	21	86
	14	00	24	33
	15/1	00	03	46
	15/2	00	24	86
4) ए.कोलापल्ले	2 2	00	07	83
	2 1/2	00	51	97
	20/2	00	28	51
	20/1	00	26	72
	18	00	04	74
	17/1	00	20	20
	17/3	00	29	95
	16/3	00	27	63
	16/4	00	14	87
	16/2	00	00	25
	15/4	00	22	24
	15/3	00	18	70
	15/2	00	26	04
	12/1ए	00	02	40
	6/2	00	01	22
	6/1वी	00	00	15
	6/3	00	10	33
	6/4वी	00	13	31
	11/4ए	00	03	21
	11/2ए	00	00	56
	11/2वी	00	07	13
	11/2मी	00	55	71
	11/1वी	00	02	79
	11/3	00	00	17
	7/1वी	00	15	10
	7/2वी	00	29	54
	7/1ए	00	29	54
	63	00	11	44
	10/2	00	00	10
	62/1	00	19	61
	65	00	61	86
	69/3	00	01	30
	67	00	05	63
	68	00	08	11
	69/2	00	00	10
	47/1	00	10	39
	47/2	00	70	03

1	2	3	4	5
4) ए.कोत्तापल्ले (निरंतर)	72/3	00	16	82
	72/2वी	00	06	92
	114	00	08	71
	113	00	04	60
	110/2वी	00	26	23
	108	00	06	06
	104/1ए	00	03	00
	104/2वी	00	01	48
	104/3मी	00	46	82
	103/2	00	06	79
	102/4	00	06	96
	102/3	00	00	10
	129	00	04	14
	127	00	09	66
	130	00	51	22
	131/2	00	20	37
	131/1	00	00	90
	143	00	44	87
	142	00	38	02
	141	00	32	83
	140	00	18	72
5) पैडीपाला अग्रहारम	1/2	00	19	40
	2	00	15	18
	सर्वे न. 1 और 2 के बीच में तथा सर्वे न. 2 और गाँव की सीमा के बीच	00	86	76
मंडल/ तेहसिल/ तालुक : तुनी	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) तेटगुन्टा	1114/3	00	04	49
	1115	00	09	01
	1123/1	00	15	25
	1123/2	00	20	10
	1123/3	00	23	90
	1123/4	00	05	17
	1122	00	19	39
	1124/1	00	16	63
	1125	00	08	03
	1067/1	00	27	69
	1067/2	00	30	10
	1068/2	00	00	10
	1058	00	00	10
	1066	00	69	81
	1059	00	50	67
	1060/3	00	06	02
	1060/2	00	10	14
	1060/1	00	25	14

1	2	3	4	5
1) तेटुगुन्दा (निरंतर)	991	00	08	91
	988	00	01	88
	989	00	21	96
	990	00	42	62
	993	00	04	33
	995	00	73	13
	1025/1	00	02	77
	1025/2	00	04	31
	996/2	00	00	46
	1024/1	00	01	38
	1024/2	00	12	90
	1024/3	00	14	99
	1024/4	00	00	19
	1014	00	00	49
	1017	00	49	50
	1016	00	23	04
	1018	00	50	93
	912	00	07	99
	911	00	00	12
	910/2	00	01	54
	910/6ए	00	30	49
	910/5	00	10	08
	910/7ए	00	22	85
2) हंसावरम	253	00	60	67
	251	00	00	10
	250	00	58	04
	249/2	00	20	96
	249/1	00	04	56
	248	00	22	93
	247/3	00	10	34
	242	00	45	27
	241	00	18	60
	163/1	00	04	12
	163/2	00	01	44
	163/3	00	11	76
	163/4	00	02	98
	164	00	16	32
	165/2	00	17	49
	165/3	00	00	94
	159	00	03	35
	158/1	00	97	63
	157/2	01	23	48

1	2	3	4	5
2) हंसावरम (निरंतर)	157/3	00	55	48
	155/5	00	30	42
	260	00	05	63
	138/1	00	44	59
	138/2	00	34	03
	132	00	26	23
	130	00	65	04
	129	00	09	47
	128	00	26	55
	123/2	00	01	43
	125/2	00	44	78
	126/2	00	00	10
	126/1	00	31	84
	117/3	00	12	91
	117/2	00	10	93
	116	00	05	93
	115	00	57	20
	101/2	00	26	81
	101/1वी	00	24	57
	102/1	00	12	84
	102/2	00	11	30
	103	00	31	42
	43	00	39	57
	46	00	28	00
	47	00	26	11
	41/3	00	01	69
	41/4	00	04	09
	41/5	00	05	54
	41/6	00	08	01
	41/7	00	07	23
	41/8	00	08	54
	41/9	00	10	47
	39/1	00	20	71
	39/2	00	21	33
	39/3	00	10	82
	39/4	00	11	07
	39/5	00	07	71
	39/6	00	09	91
	40/2	00	16	42
	38/1	00	39	28
	38/2	00	03	44
	38/3	00	01	59

1	2	3	4	5
2) हंसावरम (निरंतर)	12	00	23	68
3) वल्लूरु	275/1	00	30	63
	275/2	00	19	50
	275/3	00	16	37
	274/2	00	10	63
	274/1	00	56	82
	276/2	00	01	55
	276/1	00	27	88
	273/4	00	06	18
	277	00	03	13
	279/2	00	25	75
	279/1	00	12	74
	280/7	00	01	48
	283	00	38	78
	282/4	00	11	18
	282/3	00	07	20
	282/5	00	00	82
	282/2	00	17	58
	281/3	00	05	99
	281/1	00	00	33
	284	00	05	67
	152	01	00	34
	153/1	00	26	36
	153/2	00	14	61
	153/3	00	03	09
	156	00	00	15
	155	00	04	59
	157/9	00	01	43
	157/10	00	07	47
	157/13	00	09	96
	157/12	00	01	80
	157/14	00	14	59
	141/1	00	20	00
	141/2	00	17	96
	141/3	00	13	21
	140/4	00	07	08
	140/5	00	15	52
	140/6	00	00	10
	140/2	00	18	30
	140/1	00	27	41
	139/1	00	05	26
	139/2	00	38	33

1	2	3	4	5
3) वल्लूरु (निगंनर)	181	00	23	90
	182/1	00	26	39
	182/2	00	21	30
	182/3	00	03	59
	183/9	00	16	27
	183/8	00	14	76
	183/7	00	06	51
	111/1	00	18	53
	110/3	00	20	42
	110/1	00	09	81
	110/2	00	29	61
	109/1	00	01	80
	109/2	00	15	70
	109/4	00	06	54
	109/3	00	15	10
	107	00	03	85
	93/1	00	24	02
	105/4	00	24	66
	105/2	00	00	10
	105/3	00	24	96
	94/3	00	05	21
	94/1	00	00	10
	94/2	00	68	68
	57/1	00	15	26
	56/1	00	17	97
	56/2	00	01	64
	56/3	00	00	10
	56/8	00	00	89
	56/9	00	05	07
	56/10	00	06	69
	48	00	06	10
	49/6	00	00	96
	49/5	00	07	55
	49/4	00	02	09
	49/1	00	06	33
	49/2	00	02	29
	49/3	00	01	56
	47/4	00	06	95
	47/5	00	13	56
	47/2	00	11	47
	47/7	00	12	82
4) कवलापाडु	24	00	45	13

1	2	3	4	5
4) कवलापाडु (निरंतर)	93	00	02	62
	94/3	00	53	55
	95/1	00	24	45
	95/2	00	19	89
	89	00	70	08
	85/1	00	02	18
	85/11	00	26	14
	85/7	00	07	91
	85/10	00	00	21
	84/7	00	15	53
	84/6	00	25	05
	84/5	00	01	30
	84/4	00	00	32
	82/2	00	20	62
	81/1	00	00	31
	81/5	00	51	24
	81/2	00	05	71
	81/3	00	08	44
	81/4	00	01	86

[फा सं. एल.-14014/17/2009-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1497.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas numbers S.O. 1855 dated 29th June, 2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 06th April, 2010;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Thondangi		District:East Godavari		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Rasikampadu	269	00	59	35	
	270	00	02	30	
	273/3	00	01	93	
	273/4	00	39	34	
	271	00	01	22	
	272	00	41	80	
	249	00	70	86	
	246/8	00	08	42	
	226	00	07	97	
	228	00	30	80	
	227/3	00	28	62	
	227/4	00	17	98	
	227/2	00	08	45	
	230	00	02	71	
	148	00	22	23	
	147	00	05	33	
	149/1	00	00	74	
	146	00	22	88	
	145	00	07	14	
	144/3	00	05	65	
	144/4	00	21	99	
	143	00	23	52	
	123	00	26	26	
	122	00	45	73	
	118	00	04	14	
	117/11	00	16	67	
	117/10	00	00	87	
	116	00	02	13	
	113/8	00	21	34	
	113/3	00	01	67	
	113/6	00	22	09	
	113/5	00	06	34	
	113/7	00	16	69	
	114/7	00	15	92	
	111/1	00	05	14	
	111/2	00	00	15	
	34/1	00	00	76	

1	2	3	4	5
1) Ravikampadu (Contd)	34/2	00	14	31
	34/3	00	31	48
	34/4	00	46	26
	33/1	00	03	82
2) P.E.Chinnayapalem	329/1	00	00	40
	329/2	00	00	40
	328	00	01	58
	269/1	00	98	42
	271	00	05	25
	301/4	00	04	21
	300/1	00	11	10
	300/2	00	11	47
	302/2	00	01	97
	297/3	00	40	22
	298/4	00	14	03
	298/1	00	04	17
	293	00	01	71
	294/4	00	07	73
	294/5	00	06	20
	292/1	00	04	11
	292/2	00	07	90
	292/3	00	07	90
	291/7	00	20	04
	291/2	00	14	66
	291/3	00	08	07
	289/1	00	05	60
	289/2	00	04	61
	289/3	00	07	17
	288/2	00	13	39
	286	00	63	68
	285	00	01	08
	277	00	04	23
	275	00	08	99
	276	00	37	85
	115	00	41	71
	116	00	07	69
	117	00	32	73
	118	00	03	42
	119/2	00	13	27
	119/3	00	00	50
	119/4	00	11	97
	119/5	00	05	08

1	2	3	4	5
2) P.E.Chinnayapalem (Contd)	120/3	00	00	40
	120/4	00	07	57
	124	00	33	54
	125/1	00	19	15
	125/2	00	00	10
	128	00	02	77
	127	00	27	65
	126	00	01	16
	133	00	03	07
	136	00	09	38
	137	00	41	76
	140	00	01	13
	139	00	35	56
	142/2	00	05	95
	142/3	00	18	45
	144	00	01	76
	146	00	28	90
	198	00	02	53
	147	00	17	72
	190	00	23	16
	189	00	00	76
	188	00	12	53
	151	00	07	80
	187	00	32	72
	162/2	00	01	06
	184	00	25	02
	183	00	17	09
	185/1	00	08	14
	185/2	00	08	51
	185/3	00	08	18
	185/4	00	02	47
	185/6	00	03	80
	180/2	00	00	81
	179	00	09	00
	178/2	00	19	90
	178/1	00	01	63
	391	00	49	67
	392	00	15	78
	393	00	39	48
	394/7	00	06	64
3) Bendapudi	5	00	14	33
	6	00	46	47

1	2	3	4	5
3) Bendapudi (Contd)	8	00	80	54
	16	00	21	86
	14	00	24	33
	15/1	00	03	46
	15/2	00	24	86
4) A.Kothapalle	22	00	07	83
	21/2	00	51	97
	20/2	00	28	51
	20/1	00	26	72
	18	00	04	74
	17/1	00	20	20
	17/3	00	29	95
	16/3	00	27	63
	16/4	00	14	87
	16/2	00	00	25
	15/4	00	22	24
	15/3	00	18	70
	15/2	00	26	04
	12/1A	00	02	40
	6/2	00	01	22
	6/1B	00	00	15
	6/3	00	10	33
	6/4B	00	13	31
	11/4A	00	03	21
	11/2A	00	00	56
	11/2B	00	07	13
	11/2C	00	55	71
	11/1B	00	02	79
	11/3	00	00	17
	7/1B	00	15	10
	7/2B	00	29	54
	7/1A	00	29	54
	63	00	11	44
	10/2	00	00	10
	62/1	00	19	61
	65	00	61	86
	69/3	00	01	30
	67	00	05	63
	68	00	08	11
	69/2	00	00	10
	47/1	00	10	39
	47/2	00	70	03

1	2	3	4	5
4) A.Kothapalle (Contd)	72/3	00	16	82
	72/2B	00	06	92
	114	00	08	71
	113	00	04	60
	110/2B	00	26	23
	108	00	06	06
	104/1A	00	03	00
	104/2B	00	01	48
	104/3C	00	46	82
	103/2	00	06	79
	102/4	00	06	96
	102/3	00	00	10
	129	00	04	14
	127	00	09	66
	130	00	51	22
	131/2	00	20	37
	131/1	00	00	90
	143	00	44	87
	142	00	38	02
	141	00	32	83
	140	00	18	72
5) Paidipala Agraharam	1/2	00	19	40
	2	00	15	18
	In Bet. Svy no. 1&2 and in Bet.svy. No.2&V.B	00	86	76

Mandal/Tehsil/Taluk:Tuni	District:East Godavari	State:ANDHRA PRADESH		
1) Tetagunta	1114/3	00	04	49
	1115	00	09	01
	1123/1	00	15	25
	1123/2	00	20	10
	1123/3	00	23	90
	1123/4	00	05	17
	1122	00	19	39
	1124/1	00	16	63
	1125	00	08	03
	1067/1	00	27	69
	1067/2	00	30	10
	1068/2	00	00	10
	1058	00	00	10
	1066	00	69	81
	1059	00	50	67
	1060/3	00	06	02
	1060/2	00	10	14
	1060/1	00	25	14

1	2	3	4	5
1) Tetagunta (Contd)	991	00	08	91
	988	00	01	88
	989	00	21	96
	990	00	42	62
	993	00	04	33
	995	00	73	13
	1025/1	00	02	77
	1025/2	00	04	31
	996/2	00	00	46
	1024/1	00	01	38
	1024/2	00	12	90
	1024/3	00	14	99
	1024/4	00	00	19
	1014	00	00	49
	1017	00	49	50
	1016	00	23	04
	1018	00	50	93
	912	00	07	99
	911	00	00	12
	910/2	00	01	54
	910/6A	00	30	49
	910/5	00	10	08
	910/7A	00	22	85
2) Hamsavaram	253	00	60	67
	251	00	00	10
	250	00	58	04
	249/2	00	20	96
	249/1	00	04	56
	248	00	22	93
	247/3	00	10	34
	242	00	45	27
	241	00	18	60
	163/1	00	04	12
	163/2	00	01	44
	163/3	00	11	76
	163/4	00	02	98
	164	00	16	32
	165/2	00	17	49
	165/3	00	00	94
	159	00	03	35
	158/1	00	97	63
	157/2	01	23	48

1	2	3	4	5
2) Hamsavaram (Contd)	157/3	00	55	48
	155/5	00	30	42
	260	00	05	63
	138/1	00	44	59
	138/2	00	34	03
	132	00	26	23
	130	00	65	04
	129	00	09	47
	128	00	26	55
	123/2	00	01	43
	125/2	00	44	78
	126/2	00	00	10
	126/1	00	31	84
	117/3	00	12	91
	117/2	00	10	93
	116	00	05	93
	115	00	57	20
	101/2	00	26	81
	101/1B	00	24	57
	102/1	00	12	84
	102/2	00	11	30
	103	00	31	42
	43	00	39	57
	46	00	28	00
	47	00	26	11
	41/3	00	01	69
	41/4	00	04	09
	41/5	00	05	54
	41/6	00	08	01
	41/7	00	07	23
	41/8	00	08	54
	41/9	00	10	47
	39/1	00	20	71
	39/2	00	21	33
	39/3	00	10	82
	39/4	00	11	07
	39/5	00	07	71
	39/6	00	09	91
	40/2	00	16	42
	38/1	00	39	28
	38/2	00	03	44
	38/3	00	01	59

1	2	3	4	5
2) Hamsavaram (Contd)	12	00	23	68
3) Valluru	275/1	00	30	63
	275/2	00	19	50
	275/3	00	16	37
	274/2	00	10	63
	274/1	00	56	82
	276/2	00	01	55
	276/1	00	27	88
	273/4	00	06	18
	277	00	03	13
	279/2	00	25	75
	279/1	00	12	74
	280/7	00	01	48
	283	00	38	78
	282/4	00	11	18
	282/3	00	07	20
	282/5	00	00	82
	282/2	00	17	58
	281/3	00	05	99
	281/1	00	00	33
	284	00	05	67
	152	01	00	34
	153/1	00	26	36
	153/2	00	14	61
	153/3	00	03	09
	156	00	00	15
	155	00	04	59
	157/9	00	01	43
	157/10	00	07	47
	157/13	00	09	96
	157/12	00	01	80
	157/14	00	14	59
	141/1	00	20	00
	141/2	00	17	96
	141/3	00	13	21
	140/4	00	07	08
	140/5	00	15	52
	140/6	00	00	10
	140/2	00	18	30
	140/1	00	27	41
	139/1	00	05	26
	139/2	00	38	33
	181	00	23	90
	182/1	00	26	39
	182/2	00	21	30
	182/3	00	03	59
	183/9	00	16	27
	183/8	00	14	76
	183/7	00	06	51
	111/1	00	18	53
	110/3	00	20	42
	110/1	00	09	81
	110/2	00	29	61
	109/1	00	01	80

1	2	3	4	5
3) Valluru (Contd)	109/2	00	15	70
	109/4	00	06	54
	109/3	00	15	10
	107	00	03	85
	93/1	00	24	02
	105/4	00	24	66
	105/2	00	00	10
	105/3	00	24	96
	94/3	00	05	21
	94/1	00	00	10
	94/2	00	68	68
	57/1	00	15	26
	56/1	00	17	97
	56/2	00	01	64
	56/3	00	00	10
	56/8	00	00	89
	56/9	00	05	07
	56/10	00	06	69
	48	00	06	10
	49/6	00	00	96
	49/5	00	07	55
	49/4	00	02	09
	49/1	00	06	33
	49/2	00	02	29
	49/3	00	01	56
	47/4	00	06	95
	47/5	00	13	56
	47/2	00	11	47
	47/7	00	12	82
4) Kavalapadu	24	00	45	13
	93	00	02	62
	94/3	00	53	55
	95/1	00	24	45
	95/2	00	19	89
	89	00	70	08
	85/1	00	02	18
	85/11	00	26	14
	85/7	00	07	91
	85/10	00	00	21
	84/7	00	15	53
	84/6	00	25	05
	84/5	00	01	30
	84/4	00	00	32
	82/2	00	20	62
	81/1	00	00	31
	81/5	00	51	24
	81/2	00	05	71
	81/3	00	08	44
	81/4	00	01	86

श्रम एवं रोज़गार मंत्रालय

नई दिल्ली, 14 मई, 2010

का. आ. 1498.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, नई दिल्ली के पंचाट (संदर्भ संख्या 29/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/47/2006-आई आर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 14th May, 2010

S.O. 1498.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2006) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 13-5-2010.

[No. L-12012/47/2006-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. I,
KARKARDOOMA COURTS COMPLEX,
DELHI**

I.D. No. 29/2006

Shri L.R. Bansal S/o Shri R. K. Bansal,
R/o B-855, Sangam Vihar,
New Delhi.

... Workman

Versus.

The Dy. General Manager,
Canara Bank,
Circle Office,
Nehru Place,
New Delhi

... Management

AWARD

Acts of dishonesty and fraud were committed by Shri L.R. Bansal, while working as clerk at Kalkaji Branch of Canara Bank. He worked in the said branch from 1-11-89 to 30-9-99. On 27-5-97 an application for canmobile loan was moved by one Kamal Singh, who represented that he was maintaining saving bank account No. 1725 with the said

branch of the bank. He desired to obtain a loan for purchase of a maruti 800 standard car from M/s Gautam Motors. He furnished document relating to his address, besides his photo, which were later on found to be different than that of actual account holder. On enquiry it revealed that the person who obtained advance was brother-in-law of the claimant. The claimant debited margin money and processing charges to saving bank account No. 1725, without consent and knowledge of the account holder. On 1st of October, 1999, claimant was transferred to East of Kailash branch of the bank. When above incident came to light, a charge sheet was served upon him. An enquiry was conducted and vide order dated 29-9-2003 punishment of dismissal from service was imposed upon the claimant. He made an appeal and the Appellate Authority modified the punishment of dismissal to one of the compulsory retirement, vide his order dated 17-7-04. Aggrieved by the said order the claimant raised an industrial dispute. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/47/2006-IR (B-II) New Delhi, dated 7-8-2006, with following terms:

“Whether the action of the management of Canara Bank to impose punishment of compulsory retirement from service on L.R. Bansal is legal and justified? If not, what relief is the concerned workman entitled to?”

2. Claim statement was filed by Shri L.R. Bansal pleading therein that he was appointed as a clerk with the management bank on 5th of October, 81. He was working at Kalkaji Branch of the bank from 1st of November, 89. On 1st of October, 99 he was transferred to East of Kailash branch of the bank. On 22nd of May, 2002 a charge sheet was served upon him, after a lapse of five years of alleged misconduct. It was alleged against him that while dealing as clerk in the branch canmobile loan was granted to one Kamal Singh, account holder of saving bank account No. 1725. In the capacity of a clerk, he filled in documents pertaining to the said loan, which documents were checked by the Officers of the bank. Without affording an opportunity to explain the circumstances, management bank initiated disciplinary proceedings against him. The defence assistant categorically stated that the claimant filled in those documents as a part of his routine official duties but no heed was paid to his submissions. The Enquiry Officer was not an independent person, who conducted the enquiry in violation of the principles of natural justice. The Enquiry Officer had not allowed him to present his defence. The witnesses examined by the management were having vested interest in the matter. The enquiry was an eye wash. The Disciplinary Authority imposed punishment of dismissal vide order dated 29th of September, 2003 which order was modified to punishment of compulsory retirement on 17-7-04. He made representations dated 20th of December, 2004. The action

of the management is uncalled for. He claims reinstatement in services with continuity and full back wages.

3. Contest was given to the claim by management pleading that while working as a clerk at Kalkaji Branch of the bank, the claimant filled in loan documents of one Kamal Singh, who intended to avail canmobile Loan for purchase of Maruti 800 standard Car. The borrower happened to be brother-in-law of the claimant. Election Identity Card was attached with the loan application, which was in the name of one Kamal Nagar r/o B-847 Sangam Vihar, Delhi. However name of the borrower was Kamal Singh. The age of the borrower, as per Election Identity card, was 23 years as on 1-1-94, while age of the borrower, as per application, was 28 years as on 19th of May, 97, which was subsequently altered to 25 years. As per vehicle hypothecation agreement dated 27-5-97, his age was mentioned as 28 years. Undated affidavit of one Suraj Bhan Gupta declared that he had sold 100 sq. yd. of land to Kamal Singh, which document was accompanied by photo copy of agreement to sell dated 13-12-84. In the said photo copy, name, signature and address of Kamal Singh were inserted against the originals of some other person. Kamal Singh, brother-in-law of the claimant, was not residing at B-847, Sangam Vihar, New Delhi. The said house was belonging to the claimant. Bhagwan Singh, the guarantor informed that he has given the guarantee of Kamal Singh at the instance of the claimant, who introduced him as his brother-in-law. The claimant was found using the said vehicle. Despite various requests, while the bank officers the claimant has not informed whereabouts of the borrower. A liability of Rs. 66540 was outstanding against the said loan account. On 6-5-99 Shri Siraj Hussain was granted a D.P.N. loan of Rs. 25000 bank account No. 12205, for improvement of his kirana shop. The aforesaid account was opened on 2-9-99, on introduction of the claimant. No address proof of the account holder was obtained. The claimant prepared loan application as well as loan document. The borrower was doing some private job, who was tenant of the claimant. It revealed that no kirana shop existed at the given address. On 7-5-99 an amount of Rs. 22000 was withdrawn through cheque No. 669912 drawn in favour of self, which amount was withdrawn by the claimant. An amount of Rs. 1900, out of loan proceeds, was transferred to saving bank account No. 5219 of Suman Bansal on 17-5-99, the wife of the claimant. Signature of the borrower on loan papers and cheques did not tally. When contacted the father of the borrower informed that the claimant should be contacted for recovery. A credit entry of Rs. 620 with narration "by Diff FOSCC", pertaining to saving bank account No. 10966 of Shri Medichette Shrinivas, was prepared by the claimant for credit to S.D.S.U. (sundry deposit suspense) which was subsequently altered by the claimant as saving bank account No. 12205 and credited to that account. The aforesaid account No. 10966 was closed on 28-1-99. The amount is yet to be recovered and paid to the actual beneficiary. On account of those lapses charge sheet dated

22-5-2002 was issued to the claimant and a departmental enquiry was constituted. The Enquiry Officer recorded his findings dated 8-2-2003 and concluded that charges stood proved. The Disciplinary Authority passed order of dismissal on 29-9-03. On appeal the Appellate Authority modified punishment of dismissal to one of compulsory retirement, vide order dated 17-7-04. The enquiry conducted was just, fair and in consonance with the principles of natural justice. The act of the claimant in facilitating loan for his brother-in-law by misrepresentation of facts and falsifying the record was prejudicial to the interest of the bank. In the enquiry due opportunity was given to the workman to defend himself. Claim of the workman is uncalled for. It may be dismissed.

4. On the basis of the pleadings following issues were settled :

- (1) Whether enquiry conducted by the management was just and fair ?
- (2) Whether punishment awarded to the workman commensurate to his misconduct ?
- (3) As in terms of reference ?
- (4) Relief.

5. Issue No. 1 was treated as preliminary issue. Shri M.K. Gupta was examined by the management to substantiate their contention that the enquiry was in consonance with the principles of natural justice. Workman entered the witness box to assail verity of the enquiry. After hearing the parties and on consideration of the evidence, issue No. 1 was answered in favour of the management and against the claimant, vide order dated 11-12-2009.

6. None came forward on behalf of the workman to advance arguments on proportionality of punishment. Shri Rajat Arora, authorised representative, raised his submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

Issue Nos. 2 and 3.

7. As testified by Shri M.K. Gupta financial irregularities were committed by the claimant in respect of loan account of one Kamal Singh. The person who applied for loan represented himself to be one Kamal Singh. However, residential address, photograph and signature of Shri Kamal Singh were totally different from the borrower. Borrower was brother-in-law of the claimant, whose loan application was filled in by the latter. Claimant processed the said loan application. During enquiry, it was proved that the claimant has misrepresented identity of the borrower, managed guarantee of one Bhagwan Singh for the loan and got loan sanctioned in name of Kamal Singh by mis-utilising his official position, which reflected on his integrity and honesty. He also got loan sanctioned in the name of one Siraj Hussain and received payment of loan

proceeds, which fact resulted into abuse of his official position and thus he committed misconduct relating to his integrity. Report Ex. MW1/2 was presented by the Enquiry Officer to the Disciplinary Authority. The Disciplinary Authority considered gravity of the misconduct and awarded punishment of dismissal to the claimant, vide his order Ex. MW1/3. Appeal preferred by the claimant was also dismissed by the Appellate Authority, vide his order Ex. MW1/4.

8. Whether punishment awarded to the claimant, commensurate to his misconduct? Whether this Tribunal can interfere with the punishment if it comes to the conclusion that punishment awarded to the claimant was disproportionate to his misconduct? These propositions are to be addressed by this Tribunal in the present controversy. Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of Section 11-A of the Act, it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in *Bengal Bhatdee Coal Company* [1963 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of Section 11-A of the Industrial Disputes Act, 1947 (in short the Act), the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

9. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record,

or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company Labour* [1965 (1) LLJ 462]. Likewise in *Management of the Federation of Indian Chambers of Commerce and Industry* [1971 (11) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts".

10. In *B.M. Patil* [1996 (11) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

11. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in

Sanatak Singh (1984 Lab. I.C. 817). The discretion to award punishment lessor than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in Kachraji Motiji Parmar [1994 (11) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

12. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lessor punishment is not untramaled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific finding on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa [1995 (1) LLJ 960].

13. As detailed above, the claimant has abused his official position and misrepresented identity of the borrower, managed guarantee of one Bhagwan Singh for the loan and got the canmobile loan sanctioned in the name of Kamal Singh. Kamal Singh happened to be his brother-in-law and thus he misused his official position and committed a grave misconduct, affecting his integrity and honesty. He also got loan sanctioned in the name of one Siraj Hussain and received loan proceeds by abusing his official position and committed misconduct, touching his integrity. It is evident that the claimant remained disloyal to his employer. An employer expects loyalty from his employee. The employee is supposed to promote employer's interest in connection with the acts of his

employment. He is supposed to show good faith and fidelity towards his employer. Acts of disloyalty constitutes a grave misconduct.

14. The claimant abused his official position, misrepresented facts relating to the identity of the borrower, got guarantee to the loan from one Bhagwan Singh and thus obtained a canmobile loan in favour of Kamal Singh, his brother-in-law. It has also come over the record that the car purchased, out of the loan proceed, was in possession of the claimant. All these facts highlights that the claimant committed acts of dishonesty and fraud, abused his official position and got a loan sanctioned in the name of his brother-in-law, by mis-representing his identity to the bank. These aspects bring a grave mis-conduct over the record. Acts relating to dishonesty and fraud, which reflects on integrity of the employee constitute grave misconduct warranting severe punishment. Such acts present the conduct, which is inherently base and warrants a severe punishment. Such an employee, if retained in service, would cause danger to the property and business of his employer. Consequently punishment of dismissal is the appropriate punishment for such an employee. Hence punishment awarded to the claimant is found to be proportionate to misconduct committed by him. Management was justified in imposing punishment of dismissal on the claimant. Punishment so awarded answers all questions relating to its legality. Therefore, the issues are answered in favour of the management and against the claimant.

RELIEF:

15. In view of the foregoing discussion it is evident that punishment awarded to the claimant commensurate to his misconduct. He is not entitled to any relief, not to talk of relief of reinstatement in service. His claim is liable to be dismissed. The same is dismissed. An Award is, accordingly, passed. It be sent to the appropriate Government for publication.

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 14 मई, 2010

का. आ. 1499.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन पोर्ट ट्रस्ट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एरनाकुलम के पंचाट (संदर्भ संख्या 15/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2010 को प्राप्त हुआ था।

[सं. एल-33011/1/2008-आई आर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 14th May, 2010

S.O. 1499.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2008)

of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cochin Port Trust and their workmen, which was received by the Central Government on 13-5-2010.

[No. L-33011/1/2008-IR (B-II)]
U. S. PANDEY, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present :

SHRI. P.L. NORBERT, B.A., LL.B., Presiding Officer

(Wednesday the 28th day of April, 2010/8th
Vyshagam, 1932)

I.D. No. 15/2008

- Union :** 1. The General Secretary,
Cochin Port Staff Association,
Wellington Island,
Cochin-682 009.
By Adv. Sri A.V. Xavier.
2. The General Secretary,
Cochin Port Employees Organisation,
Venkitaraman Road,
Wellington Island,
Cochin-682 009.
By Adv. Sri. T.A. Shaji.
- Management :** The Chairman,
Cochin Port Trust,
W/Island, Cochin-682 003.
By Adv. M/s. Menon and Pai.

This case coming up for hearing on 23-4-2010, this Tribunal-cum-Labour Court on 28-4-2010 passed the following :

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

“Whether the action of the management of Cochin Port Trust in withdrawing the LTC facility extended to its employees for the journeys undertaken by private vehicles of govt. approved tourist transport operators is fair and justifiable ? If not, to what relief they are entitled ?”

2. The facts of the case in brief are as follows :

The union challenges the order of the management, Cochin Port Trust withdrawing LTC facility of using private vehicles of government approved tourist transport

operators. According to the union as per Bipartite Settlement it was resolved to remove the restriction of using only government vehicles for the purpose of travelling while availing LTC facility. The Cochin Port Trust in 1997 had permitted the use of private vehicles of three approved tourist operators. This facility was being enjoyed by the employees of Cochin Port Trust since 6-8-1997. However in 2003 by circular the management unilaterally withdrew that facility. It is in violation of the terms of Bipartite Settlement and provisions of Industrial Disputes Act. The union had sought the intervention of Assistant Labour Commissioner in 2007. Though a conciliation meeting was held the management did not agree to the demand of the union for restoration of the facility. The decision of the management is arbitrary and unjust.

3. According to the management the employees of Cochin Port Trust are still enjoying LTC facility. However what should be the mode of conveyance while availing LTC is a matter of policy of the government. A policy decision taken by the government cannot be disputed and adjudicated by a court. The Cochin Port Trust Employees (LTC) Regulation, 1964 governs the leave travel concession facility in respect of port employees. The regulation restricts travel by government vehicles only. As per the demand of the unions the management in the meeting between the parties had agreed to consider the removal of restriction of journey by government vehicles only. The CPT Board resolved to approve the proposal to amend Cochin Port Trust Employees (LTC) Regulation, 1964 by adding a clause which permits the use of private vehicles of govt. approved tourist transport operators and to get government approval for the amendment of the Regulation. However the government did not approved the proposal. The government directed the management to withdraw the facility of using private vehicles. Thus the management had to withdraw the permission given for use of private vehicles. The directions of the Central Government is binding on the management as per S. 111 of the Major Port Trust Act. There is no illegality or arbitrariness in withdrawing the facility.

4. In the ligh of the above contentions the only point that arises for consideration is :

“Whether withdrawal of facility, of journey by private vehicle of government approved tourist transport operators, is legal and justified ?”

The evidence consists of the documentary evidence of Exts. W1 to 22 on the side of the union alone.

5. **The point :** The union has been demanding use of private vehicles for journey while availing LTC facility as it is more convenient for visiting places of one's choice en route. However as per Cochin Port Trust Employees (LTC) Regulation, 1964 the mode of travel permitted was government vehicles only. In view of the continuing demand of the union it was decided in the Bipartite

Settlement dated 6-12-1994 (Ext.W1), Clause 21 that restriction in travelling only by government vehicle for payment of LTC (Bharat Darshan) will be removed. Ex. W2 is minutes of meeting held by management and unions on 10th and 12th of February 1997. In the meeting the Chairman of CPT expressed his opinion that he had no objection in principle to accede to the demand of unions. But he was of the view that the matter needed examination by FA&CAO as well as approval of the board for implementation. He said that the reimbursement in any case would be limited to rail fare by shortest route. Ext.W3 is the agenda of meeting of the Board of Trustees on 6-8-1997. In the meeting it was proposed to allow journey by private vehicles of government approved tourist transport operators and which are recognised by Cochin Port Trust. By a resolution No. 103 the board decided to approve the proposal to amend Cochin Port Trust Employees (LTC) Regulation, 1964 by adding a clause which allows use of private vehicles. By resolution No. 104 the board also decided to implement the resolution and obtain government approval for the amendment of the Regulation later. By Ext.W4 circular dated 24-11-1997 the management recognised three tourist transport operators who were government approved transport operators. Ext.W5 is another circular dated 12-11-2002 by which the names of another two tourist operators were included in substitution of two names already in the list. By Ext.W6 circular dated 21-4-2003 the facility of using private vehicles of approved tourist transport operators was withdrawn in view of the direction of the ministry. Aggrieved by the said decision of the management the union raised a dispute before the Assistant Labour Commissioner and there was conciliation and a memorandum of understanding. As per MOU (Ext.W7 dated 11-8-2003) the management decided to withdraw the circular, Ext.W6. By Ext.W-19 circular dated 15-10-2003 the management suspended Ext.W6 circular withdrawing the facility of using private vehicles till final decision is taken on the matter. By Ext.W-21 dated 30-4-2003 the Ministry of shipping wrote to the Chairman of CPT directing the Port of withdraw the facility of availing LTC by private vehicles with immediate effect and inform the government as well as to take disciplinary action against officers of finance department for implementing a scheme with financial implication without prior government approval. But by Ext.W8 letter of management dated 14-2-2006 the union was informed that the ministry did not agree to the proposal of management to extend LTC facility of traveling by private vehicles and therefore the management will not be in a position to honour the MOU (Ext.W-7). By Ext.W-15 circular dated 2-6-2007 the facility was withdrawn.

6. It is seen from the aforementioned documents that the Bipartite Settlement of 1994 contains a decision to remove restriction with regard to mode of travel by government vehicles only. There was no subsequent settlement. The rest of the documents are minutes of the

meeting of management and union, Board of Trustees and circulars regarding list of approved transport operators, withdrawal of facility of travel by private vehicles and direction of the ministry. LTC facility is still there and is not taken away and is governed by Cochin Port Trust Employees (LTC) Regulation, 1964. It is relevant to note that the Chairman of CPT had agreed in principle to extend the facility of use of private vehicles but he was of the view that the matter needed examination by FA&CAO as well as approval of the board for implementation. It was also mentioned by the Chairman that the reimbursement in any case would be limited to rail fare by shortest route only (vide Ext.W2). The Board had resolved to implement the resolution of extending the facility and get government approval for the amendment of the Regulation vide Ext.W3. But the government did not approve the proposal to amend the Regulation permitting use of private vehicles (Ext.W-21). The relevant portion of the direction in Ext.W-21 is as follows :

- (i) The Port should withdraw the facilities of availing LTC by private cars etc. with immediate effect and inform the Govt. within a week about its withdrawal.
- (ii) Appropriate disciplinary proceedings should be initiated against the Officers of COPT concerned, particularly of the Finance Deptt. for implementing a scheme with financial implication without prior Govt. approval. The details about the officers involved and action proposed to be taken against them should be reported to Ministry within a month".

7. The Cochin Port Trust being a Government of India undertaking it is bound by the directions of the Government as per S-111 of the Major Port Trust Act, 1963 which reads :

"111. Power of Central Government to issue directions to Board—(1) Without prejudice to the foregoing provisions of this Chapter, the Authority and every Board shall, in the discharge of its functions under this Act be bound by such directions on questions of policy as the Central Government may give in writing from time to time.

Provided that the Authority or the Board, as the case may be, shall be given opportunity to express its views before any direction if given under this sub-section.)

The decision of the Central Government whether a question is one of policy or not shall be final".

Thus the provision makes it clear that the decision of the govt., whether a policy decision or not, shall be final.

Bypassing the directions of central govt. as well as the provisions in the Cochin Port Trust Employees (LTC) Regulation, 1964 no decision can be taken or implemented by the management. The decision of the Board of Trustees on 6-8-1997 (Ext. W3) to implement the resolution and amend the regulation 1964 was subject to the approval of the Government. Since the government declined to approve the proposal of the Board of Trustees by Ext. W21 letter to the Chairman dated 30-4-2003 it cannot be said that the amendment of the Regulation was effected or the decision to extend facility of use of private vehicles had formed part of service conditions of employees of Cochin Port Trust. There was no Bipartite Settlement in pursuance to the proposal. It is not specifically pleaded in the claim statement as to what provision of law was violated by the management in not extending the facility of use of private vehicles. But it was argued by the learned counsel for the union that the employees were entitled for a notice under S.9-A if I.D. Act before withdrawing the facility. LTC facility, no doubt, is a service condition and is still in force. The mode of travel is not a term of settlement. The union has neither alleged or proved that the said facility is a customary concession or a privilege and by long, continuous and uninterrupted use it has become an accepted service condition. The fourth schedule to I.D. Act refers to conditions of service for change of which notice u/s. 9-A is required. Item No. 8 is in respect of customary concession or privilege. It is held by the Hon'ble Supreme Court in *Dalmia Cement Ltd., New Delhi V. Their Workmen*, AIR 1967 SC 2209 that an uninterrupted and continuous practice alone can ripen into a service condition. So far as the present case is concerned in the absence of pleading and proof regarding customary concession or privilege, no such argument can be advanced by the union.

8. It was submitted by the learned counsel for the union that one of the employees by name Smt. Stella was permitted to travel by private vehicle and was allowed to draw of Rs. 5050 as per Ext. W9 order dated 24-8-2006. But the order shows that she was permitted to avail LTC advance admissible as per rules in force. By Ext. W-10 order dated 28-3-2007 she was asked to refund the advance amount as journey undertaken by private vehicle was not admissible as per LTC rules. According to the learned counsel for the union, having allowed journey by private vehicle it was not proper on the part of the management to have demanded refund of the advance amount. But it is to be noted that the government by letter dated 30-4-2003 had directed the management to stop facility of use of private vehicles for travel. Therefore the management could not have extended that facility to Smt. Stella. Moreover it is clear from Ext. W2 minutes of the meeting of 12-2-1997 that even if the facility of use of private vehicle is allowed the reimbursement in any case would be limited to rail fare by its shortest route only. There is no illegality in asking Smt. Stella to reimburse the amount drawn as advance. That

does not mean that she will not be able to claim rail fare by its shortest route for the journey undertaken.

9. It is not proved that the facility of use of private vehicles is either a custom or a privilege enjoyed for a long time and without interruption and has matured into a service condition in order to contend that to change that facility a notice under S.9A is required. No provision of ID Act or terms of Bipartite Settlement are violated by withdrawing the facility of journey by private vehicles of approved tourist transport operators vide Ext. W6 circular.

In the result an award is passed finding that there is no violation of any provision of law or settlement in withdrawing the LTC facility of use of private vehicles of government approved tourist transport operators and the action of the management is legal and justified and the employees are not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 28th day of April, 2010.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Union : Nil.

Witness for the Management : Nil.

Exhibits for the Union

- W1 : Bipartite Settlement dt. 06-12-1994.
- W2 : Minutes of meeting of Chairman CPT and Union dt. 12-02-1997.
- W3 : Agenda of meeting of Board of Trustees dt. 06-08-1997.
- W4 : Circular of CPT dt. 24-11-1997.
- W5 : Circular of CPT dt. 12-11-2002.
- W6 : Circular of CPT dt. 21-04-2003.
- W7 : Memorandum of understanding dt. 11-08-2003.
- W8 : Letter of CPT to union dt. 14-02-2006.
- W9 : Order permitting LTC to Smt. Stella, Record Assistant dt. 24-08-2006.
- W10 : Letter of CPT to Smt. Stella dt. 28-03-2007 directing to refund LTC advance.
- W11 : Letter of travel agency of CPT dt. 04-05-2006.
- W12 : Letter of Ministry to travel agency dt. 16-06-2005.
- W13 : Representation of union to the Chairman CPT dtd. 04-04-2007.

- W14. : Notice of strike and request for intervention of ALC submitted by union to ALC on 04-04-2007.
- W15. : Circular dt. 02-06-2007.
- W16. : Letter of CPT to Smt. Stella reminding her to refund LTC advance dt. 04-06-2007.
- W17. : High Court Judgement in WP(C) No. 19272/2007.
- W18. : Judgement in W.A. No. 1825/2007.
- W19. : Circular dt. 15-10-2010.
- W20. : Agenda for Board of Trustees meeting dt. 09-06-2003.
- W21. : Letter of Ministry to the Chairman dt. 30-04-2003.
- W22. : Statement of union submitted to ALC.

नई दिल्ली, 14 मई, 2010

का. आ. 1500.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, नई दिल्ली के पंचाट (संदर्भ संख्या 77/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/71/2006-आई आर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 14th May, 2010

S.O. 1500.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 77/2006) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 13-5-2010.

[No. L-12012/71/2006-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. I, KARKARDOOMA COURTS COMPLEX,
DELHI**

I.D. No. 77/2006

Shri Naresh Kumar,
8939, Shidipura (Near Filmistan),
Karol Bagh,
New Delhi

... Workman

Versus

The Sr. Regional Manager,
Punjab National Bank,
(Northern Delhi Region),
Rajendra Bhawan,
Rajendra Place,
New Delhi-110008.

... Management

AWARD

A daftry working with Punjab National Bank was in the habit of remaining absent from his duties in unauthorized manner. He was chargesheeted many a time for such misconducts. At one point of time, he was chargesheeted for riotious behaviour, willful insubordination, disobedience and slow performance. Punishment of warning, censure and reduction by two stage in scale of pay was awarded to him. He did not mend his ways. He was chargesheeted on 12-10-2002 for remaining absent in unauthorized manner, raising loans unauthorisedly from various co-operative credit and thrift societies, disproportionate to his income and tendering forged documents to those societies for raising loans. Since he failed to pay loans, so obtained, attachment orders were received by the bank from various civil courts. On these charges domestic enquiry was conducted and punishment of compulsory retirement w.e.f. 16-3-2004 was awarded to him. His appeal against the order of punishment came to be dismissed. He raised a dispute before the Conciliation officer in that regard. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/71/2006-IR (B-II), New Delhi dated 3rd of October, 2006, with the following terms :-

“Whether the action of the management of Punjab National Bank, Rajendra Place, New Delhi for awarding compulsory retirement to Shri Naresh Kumar, Ex-Daftri w.e.f. 16-03-2004 is just, fair and legal? If not, to what relief the workman is entitled to and from which date?”

2. Claim statement was filed by the workman pleading therein that chargesheet dated 22-10-2002 was served upon him on vague allegations. An enquiry was conducted. The Enquiry Officer was not impartial. He did not allow him inspection of number of documents relied by the management. Evidence adduced by him was not properly/appropriately appreciated. He submitted his report, wherein a perverse finding was recorded by him. The Disciplinary Authority passed a non speaking order and awarded penalty of compulsory retirement with superannuation benefits. He was roped in a fraud case by the bank. He remained in custody of C.B.I. as well as in judicial custody. His appeal was rejected by the Appellate Authority. He seeks reinstatement of his services with continuity and full back wages.

3. Contest was given to his claim statement by the bank pleading therein that past service record of the claimant was bad. A chargesheet was served upon him on 9-11-1995 for remaining absent in unauthorized manner. Punishment of warning was awarded to him, vide order dated 28-11-1995. Second chargesheet was served upon him on 19-8-1997 for riotous behaviour, wilful insubordination, disobedience and slow performance of duties. Punishment of censure was imposed upon him on 25-7-2001. Third chargesheet was served upon him on 19-9-1997 for remaining absent in authorized manner. Punishment of censure was awarded to him vide order dated 4-5-2001. Chargesheet dated 1-10-1997 was served upon him and punishment of reduction by two stages in scale of pay was awarded to him on 1-9-1999. Chargesheet dated 10-10-2000 was served upon him and punishment of censure and warning was awarded to him. On 12-10-2000 he was served with a chargesheet for remaining absent in authorized manner, raising loans unauthorisedly from various co-operative credit and thrift societies disproportionate to his income tendering forged documents to those societies with the objective of raising loans and receipt of salary attachment orders against him from various courts. His reply was not found satisfactory and an Enquiry Officer was appointed. Enquiry was conducted against him in consonance with the principles of natural justice. Enquiry Officer submitted his report dated 31-10-2003, copy of which was supplied to him. He was given personal hearing by the Disciplinary Authority and punishment of compulsory retirement with superannuation benefits was awarded to him. He preferred an appeal which was dismissed by the Appellate Authority. He was involved in a fraud case and arrested by C.B.I. Investigation led to submissions of a chargesheet against him. Case pends adjudication before competent court. Since the enquiry was in consonance with the principles of natural justice and punishment awarded to him commensurate with his misconduct, he is not entitled to any relief. His claim statement is liable to be dismissed.

4. On pleadings of the parties following issues were settled :

- (1) Whether enquiry conducted by the management against Naresh Kumar was just, fair and proper ?
- (2) Whether punishment awarded to Naresh Kumar commensurate to his misconduct ?
- (3) As in terms of reference ?
- (4) Relief.

5. During the course of adjudication process, claimant expired on 18-5-2009. Shri Dalip Mehta (WW1) and Shri J. K. Nagpal (WW2) appeared as witnesses on behalf of the claimant. Shri Ashwani Kumar, Deputy Manager, was examined by the management bank. No other witness was examined, by either parties.

6. Arguments were heard at the bar. Shri Dalip Mehta, authorised representative, raised his submissions on behalf of the claimant. Shri Ashwani Kumar Sharma, authorised representative, advanced arguments on behalf of the management. Written submissions were filed by the parties. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :—

Issue No. 1

7. Since Dalip Mehta deposed that inspection of original documents was not allowed to the claimant by the Enquiry Officer. Claimant asserted before the Enquiry Officer that his signatures were not there on all original documents, produced by the office bearers of credit and thrift societies. Enquiry Officer had not allowed his request for getting those documents examined by the Examiner of Questioned Documents. He admits that he was defence representative for the claimant and attended enquiry proceedings on each and every date. He further admits that a case was registered against the claimant by the C.B.I., when a draft book was stolen from the bank.

8. Shri J. K. Nagpal, the Enquiry Officer, was examined on behalf of the claimant. He projects that in the enquiry proceedings Ex. WW 2/1, at page 9, he has recorded that original attendance register was not produced. He has recorded at page 30 of those proceedings that the workman asserted that he used to inform his in-charge through sweeper Suresh Kumar about his leave on a particular day. He also recorded submissions of the claimant at page 31 of the enquiry proceedings that letters sent by credit and thrift societies were not received by him. The claimant projected before him that his signatures, on documents produced by the office bearer of those credit and thrift societies, were fabricated. Request of the defence representative, to get those documents examined by Examiner of Questioned Documents, was recorded by him at page 32 of Ex. MW 2/1. However, during the course of his cross-examination he concedes that certified copy of the attendance register was produced before him. He projects that out of that certified copy of the attendance register, unauthorized absence of the claimant from his duties stood proved. He went on to detail that office bearers of six credit and thrift societies appeared before him and presented original documents, which were signed by the claimant. He unfolds that he had shown those signature to Shri Naresh Kumar, who admitted his signatures on those documents. Shri Naresh Kumar also admitted his signatures on certified copies of documents, original of which were not shown to him.

9. Shri Ashwani Kumar Sharma presents that one of the charges against Shri Naresh Kumar was about his unauthorized absence from duties, the other was in respect of raising loans disproportionate to his known source of

income and the next charge was relating to tendering forged documents to different credit and thrift co-operative societies. Naresh Kumar was awarded punishment of compulsory retirement with superannuation benefits by the Disciplinary Authority.

10. As projected above, the claimant attacks the enquiry proceedings and report on the ground that the Enquiry Officer was biased against him. He presents in his claim statement that the Enquiry Officer had not appreciated his evidence in correct perspective and his report is perverse. Surprisingly Enquiry Officer was produced as a witness on behalf of the claimant. During his examination, it was not projected to him that he was biased, personally or professionally against the claimant. It was also not confronted to the Enquiry Officer that he has not appreciated the evidence adduced by the claimant in right perspective and his report was perverse. It is evident that the claimant had abandoned his allegations against the integrity and impartiality of the Enquiry Officer.

11. Attack on the enquiry proceedings and report was made on the ground that the Enquiry Officer had not allowed inspection of original documents and not permitted the claimant to get the documents examined by Examiner of Questioned Documents. This attack stands obliterated when Shri Nagpal unfolded facts during the course of his cross-examination. He highlights that certified copy of attendance register was produced before him, out of which charges of unauthorized absence stood proved. It was not the case of the claimant that certified copy of the attendance register was not a genuine document. He has not raised his eye brows against certified copy of the attendance register. His contention that inspection of document was not allowed stood washed of when certified copy of the attendance register was produced, besides various documents produced by office bearers of Credit and Thrift Societies. Though the claimant asserts that his signatures were not there on the documents produced by the Cooperative Societies yet he admitted his signatures on those documents before the Enquiry Officer. When there was an admission by the claimant of his signatures over those documents, request of getting those documents examined from Examiner of Questioned Documents was uncalled for. The claimant has admitted his signatures on original as well as on certified copies of the documents, before the Enquiry Officer. When execution of a document is not disputed, its examination by an Examiner of Questioned Document is an empty formality. All these aspects highlight that these issues are raised only with a view to create confusion. There is no substance in the contention advanced on behalf of the claimant.

12. In a domestic enquiry, the enquiry officer is under an obligation to conduct the proceedings in accordance with requirements of statutory provisions or rules. The procedure for departmental enquiry may be laid down by awards or settlements. In private sector, the procedure for

holding of an enquiry is laid down by standing order framed under the Industrial Employment (Standing Orders) Act, 1940, which standing orders have force of law. Even where no procedure for enquiry has been laid down, the employer is to follow a reasonable procedure for according an opportunity to the employee to defend himself in the matter. Since the object of departmental enquiry is to find out whether punishment should not be imposed against an employee, the principles of natural justice are applicable to departmental enquiries, even though there may be no rule or statutory provisions governing the procedure of departmental enquiry before such authority. The principles of natural justice are those rules which have been laid down by the courts as being the minimum protection of the rights of the individual against the arbitrary procedure that may be adopted by a judicial or quasi judicial authority, while making an order affecting those rights. These principles are now well settled and described thus :

- (i) That every person whose civil rights are affected must have a reasonable notice of the case he has to meet.
- (ii) That he must have reasonable opportunity of being heard in his defence.
- (iii) That the hearing must be by an impartial tribunal, that is, a person who is neither directly nor indirectly a party to the case.
- (iv) That the authority must act in good faith, and not arbitrarily but reasonably.

13. To show that the domestic enquiry stood vitiated the workman may highlight the following propositions :

- (i) The enquiry is defective on account of violations of principles of natural Justice.
 - (a) The employee was not informed of the charge against him.
 - (b) No evidence was taken in support of the charges.
 - (c) The witnesses in support of the charges, have not been examined in the presence of the employee.
 - (d) The employee was not given a fair opportunity to cross-examine the witnesses examined by the management.
 - (e) The employee was not given a fair opportunity to examine witnesses including himself in his defence, if he so wishes, on any relevant matter.
 - (f) The enquiry officer has not written a report, giving his findings with reasons.

- (g) The dismissal is founded on the interrogation of the workman, without examining any witnesses in support of the charges.
- (ii) The enquiry was not held in accordance with the relevant standing order of the establishment.
- (iii) The enquiry officer was biased against the employee.

14. No evidence worth name has been brought over the record that the Enquiry Officer was having a bias against the claimant. It has not been projected on behalf of the claimant that the Enquiry Officer had not allowed him opportunity to cross-examine the witnesses, examined by the bank or to examine himself or his witness in his defence. He was allowed to produce documents on his behalf. Original documents were confronted to him, execution of which documents was admitted. Witness from six Credit and Thrift Societies were summoned by the Enquiry Officer, who presented facts against the claimant. He could not dispel those facts. Claimant could not point out that the Enquiry Officer had not recorded his submissions. Evidence produced by him was taken into consideration and thereafter the Enquiry Officer recorded a conclusion against the claimant. The claimant has not been able to dislodge the report of the Enquiry Officer. The Enquiry Officer acted in consonance with the principles of natural justice and conducted the enquiry in a fair manner. Therefore, I am constrained to conclude that the enquiry conducted by Shri Nagpal was just, fair and proper. Issue is, therefore, answered in favour of the management and against the claimant.

Issue No. 2 :

15. What should be the appropriate punishment which can be awarded to the claimant? Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct proved against the delinquent workman. Prior to enactment of Section 11-A of the Act, it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had however, laid down in *Bengal Bhatdee Coal Company* [1963 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of Section 11-A of the Industrial Disputes Act, 1947 (in short the Act), the Legislature has

transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in case of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to imposed certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

16. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company Labour* [1965 (1) LLJ 462]. Likewise in *Management of the Federation of Indian Chambers of Commerce and Industry* [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts."

17. In *B. M. Patil* [1996 (II) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of

punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

18. After insertion of Section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in Sanatak Singh (1984 Lab. I.C. 817). The discretion to the award punishment lesser than punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in Kachraji Motiji Parmar [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

19. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of

gave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa [1995 (1) LLJ 960].

20. Out of enquiry report Ex. WW 2/2 it came to light that the claimant remained absent in unauthorized manner from January, 2002 till July, 2002 for 77 days. He raised loans from 9 Credit and Thrift Societies in excess of his capability to discharge the loan liability. He could not discharge his loan liability and attachment orders were issued against him by various Civil Courts. He tendered forged documents to those Credit and Thrift Societies with a view to obtain loans. Obtaining loan on the basis of forged documents is a serious misconduct. Non discharge of loan liabilities and suffering attachment orders from various Civil Courts also constitute a misconduct, which may tarnish image of the bank. Unauthorized absence from duties also suggest that the employee is not serious for his official responsibilities. These charges constitute grave misconducts against the claimant. In past too various charge sheets were served on him, which were followed by punishments of warning, censure and reduction by two stage in scale of pay. These facts make it clear that the claimant was a bad worker. Taking into account all these aspects, I am of the considered opinion that punishment of compulsory retirement with superannuation benefits commensurate to the misconduct committed by the claimant. Issue is, therefore, answer in favour of the management and against the claimant.

Issue Nos. 3 & 4 :

21. In view of the foregoing reasons it is evident that punishment of compulsory retirement with superannuation benefits awarded to the claimant was just, fair and legal. Even otherwise relief of re-instatement cannot be awarded, since claimant is no more in the world. His claim statement is liable to be discarded. The same is dismissed. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 22-04-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 14 मई, 2010

का. आ. 1501.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 30/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2010 को प्राप्त हुआ था।

[सं. एल-12011/37/2006-आई आर (बी-11)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 14th May, 2010

S.O. 1501.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2006) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi, now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 13-5-2010.

[No. L-12011/37/2006-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURTS COMPLEX,
DELHI**

I.D. No. 30/2006

Shri Ramesh Kumar,
S/o Shri Ram Swaroop Nayak,
Through General Mazdoor Trade Union,
Opp. Old Labour Office,
Giri Nagar, Kalkaji,
New Delhi-19

... Workman

Vrs.

The Manager,
Punjab National Bank,
C-184, Madhuban, Near Shakarpur,
Delhi-110092

... Management

AWARD

Claimant was engaged by M/s. Tara Zen Set Engineering for day to day operation of generator installed at Madhuban (Shakarpur) branch of Punjab National Bank. Casual jobs were also taken from him by the branch manager, in exigencies. He was paid by the bank for those casual jobs. He projected a claim for regularization of services, which claim was declined. Aggrieved by the said action, he raised a dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12011/37/2006-IR (B-II), New Delhi dated 7-8-2006, with the following terms :—

“Whether the claim of Shri Ramesh Kumar that he was engaged as a sub-Staff/peon by the management of PNB during the period from 14-1-2002 to 15-1-2004 is true? If so, whether the action of the management of Punjab National Bank in terminating the services of Shri Ramesh Kumar Ex-peon w.e.f. 15-1-2004 is just, fair and legal and what relief the workman is entitled to?”

2. Claim statement was filed by Ramesh Kumar pleading that he was engaged as peon at Madhuban (Shakarpur) Branch of Punjab National Bank on 14-1-2002. He has reached there for the job, since a notice was displayed at the notice board by Punjab National bank as well as Tara Zen Set Engineering for a job of operating generator in the branch. However, he was appointed by the Branch Manager as a peon in that branch. He worked in the branch upto 25-3-2004. He rendered continuous service for more than 240 days in each calendar year. Miscellaneous job of peon were taken from him by the Branch Manager. When he requested for regularization of his services, his services were disengaged in an illegal manner. No show cause notice was served upon him. Termination of his services is illegal. He claims that he may be reinstated in service of the bank with continuity and full back wages.

3. Contest was given to his claim by the management pleading that he was an employee of M/s. Tara Gen-Set Engineers, who used to operate generators installed at Madhuban branch by the aforesaid contractor. There was no relationship of employer and employee between the parties. However, jobs of repair and maintenance of electrical installations and other mechanical jobs were taken from him in exigencies. He was paid for those causal jobs. Since he was not in the employment of the bank, there was no question of his rendering continuous service to the bank. It has been pleaded that the claimant is not entitled to any relief, not to talk of relief of reinstatement with continuity of service.

4. Shri Ashwani Kumar Sharma tendered his affidavit on behalf of the management. He was cross-examined in part on behalf of the claimant. Thereafter the claimant opted to abandon the proceedings. Since claimant had not conducted complete cross-examination of Shri Ashwani Kumar Sharma, the matter was proceeded under rule 22 of Industrial Disputes (Central) Rules, 1957. Evidence of the management and the claimant were closed.

5. Shri Ashwani Kumar Sharma, authorised representative, advanced arguments on behalf of the management. None came forward to present facts on behalf of the claimant. I have given my careful consideration to the arguments advanced by Shri Ashwani Kumar Sharma and cautiously perused the record. My findings on issues involved in the controversy are as follows.

6. Shri Ashwani Kumar Sharma swears in his affidavit Ex. MW 1/A that Shri Ramesh Kumar was introduced to the bank on 14-1-2002 by M/s. Tara Gen-Set Engineers as their employee, who was to take care of day to day operation/maintenance of Get-Set installed by them at Madhuban Branch of the Bank. Shri Ramesh Kumar was an employee of M/s. Tara Gen Set Engineers. He was never appointed by the bank. However, his services were utilized for some minor electrical and mechanical jobs, in case of

exigency. He was compensated for those jobs from time to time. There was no relationship of employer and employee between Shri Ramesh Kumar and the management bank. No appointment letter was ever issued to him. He was never paid any salary by the bank. His services were neither supervised nor controlled by the bank. Shri Ramesh Kumar never marked his attendance in attendance register kept by the bank. His claim is devoid of merits.

7. Out of facts projected by Shri Ashwani Kumar it emerge over the record that claimant was engaged by M/s. Tara Gen-Set Engineers on 14-1-2002 to operate and maintain generator installed by them at Madhuban Branch of the Bank. No appointment letter was ever issued to the claimant. Often and then minor electrical and mechanical repair jobs were taken from the claimant, for which he was paid. Whether those instances would go to show that the management bank created relationship of employer and employee between the parties. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

8. As testified by Shri Ashwani Kumar Sharma neither an appointment letter was issued in favour of the claimant nor he was paid any wages by the bank. He never signed attendance register as an employee of the bank. His services were neither supervised nor controlled by the bank. It has not been brought over the record that leave of Ramesh Kumar was ever recommended or sanctioned by the bank. No evidence has come over the record to the effect that bank used to assign him duties or allocate job. Bank had never exercised its authority over the work and conduct of the claimant. All these aspects are sufficient to infer that at no point of time bank intended to create relationship of employer and employee between the parties. At no point of time the claimant became an employee of the management bank.

9. Whether performance of job of casual in nature would being the claimant within the ambit of an employee of the bank? Answer lies in negative. Those casual jobs were performed by the claimant in the capacity of an individual contractor. He undertook those jobs as a contract

for service and not in the capacity of a contract of service. Performance of those casual jobs will not attribute any right in favour of the claimant, as an employee of the management bank. Therefore, by performing casual jobs for the bank, in case of exigencies, claimant cannot claim himself to be an employee of the bank.

10. No evidence worth name was brought over the record by the claimant to show that he was ever engaged in the services of the management bank. For want of evidence it is concluded that the claim of Shri Ramesh Kumar to the effect that he was engaged as a sub-staff by the bank from 14-1-2002 to 15-1-2004 is unfounded. When claimant was not engaged by the bank, there is no question of termination of his services w.e.f. 15-1-2004. In such a situation justifiability of the action of the management is not to be ascertained. Claim put forward is liable to be discarded. Claimant is not entitled to any relief. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 23-04-2010

Dr. R. K. YADAV, Presiding officer

नई दिल्ली, 14 मई, 2010

का. आ. 1502.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल, के पंचाट (संदर्भ संख्या 5/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2010 को प्राप्त हुआ था।

[सं. एल-22012/9/2005-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th May, 2010

S.O. 1502.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol now as shown in the Annexure, in the Industrial Dispute between the management of Bansra Colliery of M/s. ECL, and their workmen, which was received by the Central Government on 14-5-2010

[No. L-22012/9/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

IN THE COURT OF CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL

Reference No. 5/ITC/2006

Management of Bansra Colliery of ECL

Vrs.

General Secretary, Koyala Mazdoor Congress,
G. T. Road, Asansol

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The Form 'H' containing the terms of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 14 मई, 2010

का. आ. 1503.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई. सी. एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 21/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2010 को प्राप्त हुआ था।

[सं. एल-22012/325/2006-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th May, 2010

S.O. 1503.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited, and their workmen, which was received by the Central Government on 14-5-2010.

[No. L-22012/325/2006-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**IN THE COURT OF CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

Reference No. 21/ITC/2007

Management of Chaui Khas Colliery of E.C.L.

Versus

Secretary (Legal) Colliery Mazdoor Union,
G. T. Road, Asansol

SETTLEMENT IN LOK ADALAT

Held on 26th March, 2010 at Sodepur Guest House

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The Form 'H' containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 14 मई, 2010

का. आ. 1504.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई. सी. एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 109/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2010 को प्राप्त हुआ था।

[सं. एल-22012/407/2004-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th May, 2010

S.O. 1504.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 109/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol now as shown in the Annexure, in the Industrial Dispute between the management of Amritnagar Colliery of M/s. ECL, and their workmen, which was received by the Central Government on 14-5-2010.

[No. L-22012/407/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**IN THE COURT OF CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

Reference No. 109/ITC/2005

Management of Amritnagar Colliery of ECL

Vrs.

General Secretary, Koyla Mazdoor Congress, G. T. Road,
Asansol

SETTLEMENT IN LOK ADALAT

Held on 26th March, 2010 at Sodepur Guest House

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The form 'H' containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 14 मई, 2010

का. आ. 1505.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई. सी. एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 91/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2010 को प्राप्त हुआ था।

[सं. एल-22012/150/2006-आई आर (सी एम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th May, 2010

S.O. 1505.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 91/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol now as shown in the Annexure, in the Industrial Dispute between the management of Belbaid Colliery of M/s. ECL, and their workmen, which was received by the Central Government on 14-5-2010.

[No. L-22012/150/2006-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

IN THE COURT OF CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Reference No. 91/ITC/2006

Management of Belbaid Colliery of E.C.L.

Vrs.

Secretary, Koyla Mazdoor Congress, G. T. Road, Asansol

SETTLEMENT IN LOK ADALAT

Held on 26th March, 2010 at Sodepur Guest House

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The form 'H' containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 17 मई, 2010

का. आ. 1506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसा गोवा लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या 15/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2010 को प्राप्त हुआ था।

[सं. एल-29011/19/2007-आई आर (एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th May, 2010

S.O. 1506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2008) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Sesa Goa Ltd. and their workmen, which was received by the Central Government on 17-5-2010.

[No. L-29011/19/2007-IR (M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

A. A. LAD, Presiding Officer

Reference No. CGIT-2/15 of 2008

Employers in relation to the management of
M/s. Sesa Goa Ltd.

The Managing Director,
M/s. Sesa Goa Ltd.,
Sesa Ghor, 20 EDC Complex,
Patto, Panaji, Goa-403001

... First Party

Versus

Their Workman

The General Secretary,
United Mine Workers Union,
Shetye Sankul, 3rd Floor,
Tisk-Ponda, Goa

... Second Party

APPEARANCES:

For the Employer : Mr. Girish Sardesai,
Advocate

For the Workmen : P. Gaonkar,
Representative

Date of reserving the Award : 30-3-2010

Date of passing the Award : 31-3-2010

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-29011/19/2007- IR (M), dated 6th February, 2008 in exercise of the powers conferred by clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. Sesa Goa Ltd. in transferring Shri Suraj Naik, Pandari Naik and 4 others from their Codli Mine is legal and justified? Whether the management of Sesa Goa Ltd. has committed any unfair labour practice as defined in entry 7 of the Schedule 5 of the ID Act, 1947? And whether not granting paid holidays to workmen, non-payment of wages for paid holidays availed by the workmen, reimbursement of illegal deductions and not recognizing United Mine Workers Union as a majority Union by M/s. Sesa Goa Ltd. for their Codli Mine is legal and justified? If not, what relief the union/workmen are entitled to?”

2. Claim Statement is filed by the General Secretary of the Gomantak Mazdoor Sangh at Exhibit 7 making out the case that, the 2nd Party Union is a registered Trade Union of the workmen employed in various Mines in Goa and majority of the mine workers of various employers of Goa are the members of the 2nd Party Union and it is concerned with the welfare, security of tenure and all other terms and conditions of the said Mine workmen. It is case of the 2nd Party Union that, 1st party is No. 1 Iron ore exporting private sector company in the country having their own leased mine and that, the Codli Mine is one of the biggest Mine in Goa owned by 1st Party. It is the case of the 1st Party that, the said Mine is in operation since 1973 and at present there are around 350 permanent workers employed by the 1st Party in various categories at Codli Mine and it also operate four screen in Plant on the said mines. It is contended by the 1st Party that, it started indulging in various unfair labour practices at their Codli Mine and the Management sponsored Union was hand in glove with the management and had never taken any steps to protect the rights and benefits of the workers and with the help of the said so called Union, the Management started harassing the workers who were agitating against the indulgence of unfair labour practices, the workers who have taken initiative to protest such unfair labour practices, they were singled out and on false charges their services were terminated without conducting any inquiry in the year 2001. It is contended by the 2nd Party Union that, after their termination the said so-called Union cooperated to sign a contracting out settlement after declaring the suspension of work and lock out. It is further contended that, after revocation of lock out with the help of office bearer of the Management sponsored Union the said Union did not raise any dispute for wages for the period of illegal suspension of operations and illegal lock out. It is case of the Union that, since then 1st Party has started indulging in various unfair labour practices and also the violation of provisions of Mines Act, 1952, payment of wages Act, 1937 and Contract Labour (R & A), 1970. It is contended by the 2nd Party Union that, after their termination the said so-called Union cooperated to sign a contracting out settlement after declaring the suspension of work and lock

out. It is further contended that, after revocation of lock out with the help of office bearer of Management sponsored Union the said Union did not raise any dispute for wages for the period of illegal suspension of operations and illegal lock out. It is case of the Union that, 1st Party is not maintaining the over time register, proper safety arrangements at the work place specially the internal roads are not as per the provisions of Mines Act, 1952, there is no proper lighting arrangements specially the employer is running second and third shift at Mining pits which has been done without compliance of the process of law. It is case of the 2nd Party Union that, immediately after the General Body meeting was held on 5-8-2007, all the members present in General Body meeting unanimously elected the Local Committee and the name of the Local Committee and its office bearers were conveyed to 1st Party vide 2nd Party's letter dated 6-8-2007 and it also conveyed the management about the formation of the Union vide their letter dated 6-8-2007. It is case of the 2nd Party that, on receipt of the said information Mr. M. D. Phal, Director HR and Sr. Mines Manager of Codli Mine, Mr. Joseph Coelhi of 1st Party addressed the workers in the training Room and informed them that, if they join any other Union, other than the Sesa Goa Workers Union, the Management will take action against such workers and will not recognize any other Union except, “Sesa Goa Workers Union” and no rights shall be given to the 2nd Party. It is case of the Union that, inspite of the threats by the officers of the 1st Party, workers did not withdraw from the membership of the 2nd Party since the workers were all through out being harassed by the 1st Party and the Committee Members of the said Union. It is case of the 2nd Party Union that, 1st Party finding that, the employees are not budging to harassment and pressure by adopting the unfair practices intensified their action and with a view to break the 2nd Party Union started implementing the threats and as steps towards the same chose Mr. Suraj Naik, Secretary of the Local Committee of the Union and by transfer order dated 7-8-2007 directed him to report at Chitradurga-Karnataka on M/s. A. Narrain Mine, not owned the 1st Party at the time of his appointment but operated on contract basis. It is case of the 1st Party that, on receipt of the said transfer order Mr. Naik submitted his representation dated 8-8-2007 and informed the Management that, the transfer order is mala fide and contrary to the clause of the certified standing orders applicable to him and it had no right to transfer an employee on the mines not owned by it and subsequently owned by it and there was no exigencies of work but is for the purpose of victimizing him as he has taken initiative to form the Union, namely United Mine Workers Union which is affiliated to Bharatiya Mazdoor Sangh No. 1 National Labour Organization in the country and working in the interest of the workers and the industry in particular and national in general. It is case of the 2nd party that, inspite of the said transfer other workers remained firm and refused

to withdraw from the 2nd Party Union and hence the Senior Mine Manager Mr. Joseph Coelhi called one of the workmen Mr. Joaquim D'Souza and threatened him that you are from his community and hence you should take the lead and collect the signatures of other workers on the letter drafted by the Management but when he refused to sign on the said letter he was issued a transfer order dated 14-8-2007 transferring him to Chitradurga-Karnataka against which he submitted representation dated 16-8-2007 and informed the Management that, the said transfer is mala fied and contrary to the clauses of the Certified standing orders applicable to him and that the same was issued not for the exigencies of work but for the purpose of victimizing him as he has taken the initiative to form the Union. It is further contended by the 2nd Party Union that, after two weeks Sr. Mines Manager Mr. Joseph Coelhi called Mr. Joaquim D'Souza on phone and called him to meet him in his office and when he met Sr. Manager he informed him that, if he is signing the letter addressed to the President Sesa Goa Workers Union stating that, they are the members of the Sesa Goa Workers Union and not connected with any other Union, he will withdraw the transfer order. It is case of the 2nd Party that, accordingly he had obtained the signature of Mr. Joaquim D'Souza on the said paper and kept the paper with him. It is case of the Union that after one week Sr. Manager called him again and told him that you are from his community and he should take the lead and sign on the said representation and only after getting the signature his transfer order will be withdrawn and the said paper was handed over to him for collecting additional signatures. It is case of the 2nd Party that, majority of workers refused to sign the paper given by the Management, and the Management continued to issue the transfer orders to other Local Committee Members and active members of the Union in order to harass and victimize them to disassociate from the newly formed Union. It is case of the 2nd Party Union that, thereafter vide transfer order dated 21-8-2007 the Treasurer of the Local Committee of the Union Mr. Janardhan Naik was transferred to Chitradurga-Karnataka. It is case of the Union that, before issuing the letter of transfer, one officer Mr. Janardhan Gondhalekar, from personal department called the Father-in-law of Mr. Janardhan Naik, who was running the canteen of the Company and told him to direct Mr. Janardhan Naik to withdraw from the 2nd Party Union and if he refuse to comply his instructions, his canteen contract will be terminated and action of transfer will be initiated against Mr. Janardhan Naik. It is case of the 2nd Party that, Janardhan Naik refused to sign the said withdrawal letter and hence he was issued the transfer order and 1st Party also terminated the canteen contract of his father-in-law. It is case of the Union that, against the said transfer order Mr. Janardhan Naik filed his reply dated 24-8-2007 contending that, the said transfer was mala fied and in violation of the statutory provisions of certified standing orders applicable to him. It is case of the 2nd Party that,

then another committee member of the 2nd Party Union Devidas Gaonkar was also called several times by the Sr. Mines Manager, Mr. Joseph Coelhi, and threatened him that if he is not signing the said letter as stated above, drafted by the Management, he will also met the same fate that of others who have been transferred to Karnataka. It is case of the 2nd Party Union that, thereafter again he was called on two occasions by the Sr. Mines Manager Mr. Joseph Coelhi and forced him to sign the resignation letter from the local committee and from the United Mine Workers Union and informed him that, Management has taken a decision not to recognize the 2nd Party Union even if they are in majority and the Management will not allow Mr. Puti Gaonkar and that, the Management would not look behind even if they have to close the mine or lock out for some period of time. It is case of the 2nd Party that, when Mr. Devidas Gaonkar refused to sign the resignation of the committee and from the Union, he was also issued the letter of transfer dated 17-9-2007 transferring him to Chitradurga-Karnataka. It is case of the 2nd Party Union that, on receipt of the said transfer letter Mr. Devidas Gaonkar submitted his representation dated 20-9-2007 against the said illegal and mala fied transfer order and requested the Management to withdraw the said transfer as the same was issued in violation of the provisions of certified standing orders and issued only to victimize him for trade union activities.

3. It is case of the Union that, since the Local Committee of United Mine Workers Union did not budge to the pressure of the Management Mr. Gokuldas Raikar, President, Local Committee was called by the Director, Human Resources and ordered him to resign from the Local Committee and if he fails, he will have to face same fate as of others. Mr. Raikar informed him that as he was elected by the vast majority of the workers from Codli Mines, he cannot betray his colleagues, being an independent establishment having separate certified standing orders he is unable to tender any resignation from the committee or from the Union. It is case of the 2nd Party that, immediately after the said meeting he was issued a transfer order dated 9-11-2007, transferring him to Chitradurga-Karnataka. It is case of the Union that, after receipt of the said transfer order he submitted his representation dated 12-11-2007 questioning his transfer order alleging illegal, unjustified and bad in law issued only to victimize him for trade union activities and that his transfer order is against the provisions of certified standing order. It is case of the 2nd Party Union that, in spite of the pressure from the management workers did not withdraw from the "United Mine Workers Union", and hence Mr. Joseph Coelhi, Sr. Mines Manager, called Mr. Pondori Naik, one of the active members and supporters of the Union from local area and asked to resign from the Union. It is case of the 2nd Party Union that, said Mr. Naik informed the Sr. Mines Manager his inability to resign from the said Union as vast

majority workers have put faith in him and he will not do anything which could be termed as the workers were betrayed. He also question act of the management why it is interfering in the Union activities of the workers ? It is case of the Union that he also informed that, it is high time that the 1st Party should recognize the 2nd Party Union and make efforts to have smooth functioning of the company without violating the terms and conditions of service. It is case of the 2nd Party Union that, it was also informed that, the company should not transfer employees without any right or mala fiedly with a view to discharge and or break the Union. It is case of 2nd Party Union that, when said Mr. Pondari Naik refused to sign the resignation letter, the Management issued him the transfer order dated 15-11-2007, transferring him to Sanquelim Mine, which was closed for last several years and presently kept as if in operation through contractor without operational workers of the company and only to victimize him he was transferred. It is case of the 2nd Party Union that, against the said transfer order, Mr. Naik submitted his representation dated 22-11-2007 stating that his transfer order was illegal, and alleging it is unjustified, bad in law affected only to victimize him for the trade union activities. He has also informed the Management that, as per the certified standing orders he is entitled for actual transport charges and 50% thereof towards the incidental charges and he also informed the Management to provide him the facility such as canteen, rest room, accommodation which is available at the Codli Mine and which was enjoyed by him before his transfer. It is case of the Union that, the Management did not provide any thing and hence violated the provisions of certified standing orders of the company.

4. It is case of the 2nd Party Union that, the transfer orders are nothing but colorable exercise of right of the management in the name of exigencies of work only to harass and victimize him for trade union activities. It is alleged by 2nd Party Union that said act of transfer is mala fides since the Company adopted the discriminatory treatment amongst the two Unions. It is case of Union that no employee being the member of the Management sponsored Union was transferred, for the last several years and there were no transfers as presently done. It is case of the Union that, said is after formation of 2nd Party Union, which is beyond the rights of the appointment letters, the transfers are not in consonance of the certified standing orders applicable, and it is case of the Union that, when these employees were issued orders of transfers simultaneously at their place of work trainee and temporary workmen were recruited and assigned the work of transferred employees. Said transfer orders were illegal in view of the reference being referred and any action in furtherance of issuance of the transfer orders would be ab initio void therefore nenesst.

5. It is case of the 2nd Party Union that, these transfer orders amount to alteration of service conditions during

the pendency of the proceedings before this Tribunal hence are bad in law. It is case of the 2nd Party Union that, inspite of representations, Management continue to put pressure on them and issued the charge sheet-cum-notice of inquiry to all transferred employees. It is case of the Union that, Suraj Naik was issued charge sheet-cum-notice of inquiry dated 28-12-2007 which was replied by him vide dated 6-1-2008 stating that, that charge sheet cum notice of enquiry dated 28-12-2007 is issued only to victimize him and that, the place of inquiry was fixed at 450 km away from his place of appointment and also head office of the company and the concerned workman requested for change of place of inquiry at Head office at Goa. It is case of the 2nd Party Union that, he was again issued the charge sheet-cum-notice of enquiry along with the proceedings of the Enquiry dated 7-1-2008. It is case of the 2nd Party Union that, on receipt of the said inquiry proceedings the concerned workman submitted the written request to the Enquiry officer vide his representation dated 23-1-2008 requesting him for change in the place of Enquiry at his office at Ponda-Goa as the Enquiry officer was from Ponda-Goa and also requested for 15 days time for the enquiry fixed on 24-1-2008. It is case of the 2nd party Union that, inspite of the said letter no proceedings were given to him and instead issued a show cause notice dated 8-2-2008 to which the concerned workman submitted his reply dated 14-2-2008. It is case of the 2nd party Union that, Mr. Joquim D'Souza was also issued a charge sheet-cum-notice of Inquiry dated 28-12-2007 to which the concerned workman filed his say dated 6-1-2008 stating that, the charge sheet-cum-notice of Enquiry dated 28-12-2007 was issued only to victimize him and that, the place of inquiry was fixed at 450 km away from his place of appointment and also head office of the company and requested for change of place of inquiry at Head office of Goa. It is case of the 2nd Party Union that, Mr. Joquim D'Souza was again issued the chargesheet-cum-notice of Enquiry along with the proceedings of the Enquiry dated 8-1-2008 to which the concerned workman submitted written request to the Inquiry Officer vide his representation dated 23-1-2008 requesting him for change in place of Enquiry at his office at Ponda-Goa as the Enquiry officer was from Ponda-Goa, and also requested for fifteen days time and requested for postponement of enquiry fixed on 24-1-2008. It is case of the 2nd Party Union that, inspite of the said letter no proceedings were given to him and instead issued a show cause notice dated 8-2-2008 to which the concerned workman submitted his reply dated 14-2-2008. It is case of the 2nd Party Union that, Mr. Devidas Gaonkar was also issued a charge sheet-cum-notice of Inquiry dated 28-12-2007 to which the concerned workman filed his say dated 6-1-2008 stating that, the charge sheet-cum-notice of Enquiry dated 28-12-2007 was issued only to victimize him and that, the place of inquiry was fixed at 450 km away from his place of appointment and also head office of the company and requested for change of place of inquiry at

Head office at Goa. It is case of the 2nd Party Union that, Mr. Devidas Gaonkar was again issued the chargesheet-cum-notice of Enquiry along with the proceedings of the Enquiry dated 8-1-2008 to which the concerned workman submitted written request to the Inquiry Officer vide his representation dated 23-1-2008 requesting him for change in place of Enquiry at his office at Ponda-Goa as the Enquiry officer was from Ponda-Goa, and also requested for fifteen days time and requested for postponement of enquiry fixed on 25-1-2008. It is case of the 2nd Party Union that, inspite of the said letter no proceedings were given to him and instead issued a show cause notice dated 8-2-2008 to which the concerned workman submitted his reply dated 23-2-2008. It is case of the 2nd Party Union that, Mr. Gokuldas Raikar was also issued a chargesheet-cum-notice of Inquiry dated 31-12-2007 to which the concerned workman filed his say dated 6-1-2008 stating that, the charge sheet cum notice of Enquiry dated 31-12-2007 was issued only to victimize him and that, the place of inquiry was fixed at 450 km away from his place of appointment and also head office of the company and requested for change of place of inquiry at Head office at Goa. It is case of the 2nd Party Union that, Mr. Gokuldas Raikar was again issued the chargesheet-cum-notice of Enquiry along with the proceedings of the Enquiry dated 8-1-2008 to which the concerned workman submitted written request to the Inquiry Officer vide his representation dated 23-1-2008 requesting him for change in place of Enquiry at his office at Ponda-Goa as the Enquiry officer was from Ponda-Goa, and also requested for fifteen days time and requested for postponement of enquiry fixed on 25-1-2008. It is case of the 2nd Party Union that, inspite of the said letter no proceedings were given to him and instead issued a show cause notice dated 8-2-2008 to which the concerned workman submitted his reply dated 14-2-2008. It is case of the 2nd Party Union that, Pondori Naik was also issued a charge sheet cum notice of Inquiry dated 31-12-2007 for remaining absent from 10-12-2007, to which the concerned workman filed his reply dated 16-2-2008 stating that, copy of the charge sheet cum notice of Enquiry was received only on 14-2-2008 and informed the management that, he has participated in the strike w.e.f. 12-12-2007 to 9-2-2008 and after withdrawal of their strike on receipt of the copy of his reference he has joined the duty along with other workmen. It is case of the 2nd Party Union that, inspite of the fact that Management has issued the charge sheet to all the transferred workmen and they were not allowed to be represented by the General Secretary of their Union of which they were the members and experienced and legally trained persons were representing the Management. It is contended by the 2nd Party that, decisions of the Inquiry Officers were taken by the Management representative without giving proper order and without considering the representations of the charge sheeted workmen the inquiry officer closed the proceedings *ex-parte* of the five workmen viz. Suraj Naik, Joaquim D'Souza, Janardhan Naik, Deviddas

Gaonkar and Gokuldas Raikar. It is case of the 2nd Party Union that, in fact though Mr. Pondori Naik had informed the Management that, he has resigned from the Sesa Goa Workers Union, all the notices of inquiry were marked to the said Union thereby forcing him to accept the leadership of the Union. It is contended by the 2nd party Union that, the said act of the management amounts to sponsoring the management sponsored Union and hence it indulged in unfair Labour Practices of favouring internal Union and harassing the members of other Union and forcing them to go to the management sponsored Union. It is case of the 2nd Party Union that, before giving the notice of strike the Union raised disputes of illegal transfers before appropriate authority, however, on all occasions the Management refused to attend the proceedings before the Assistant Labour Commissioner (Central) and hence they withdraw the dispute and gave notice of strike as management refused to attend the proceedings before the Assistant Labour Commissioner (Central). It is case of the 2nd Party Union that, as 1st Party failed to stop indulging in the unfair labour practices, refuse to withdraw the transfer orders and refused to reimburse the illegal deductions made from the earned wages towards the availed paid holiday and refused to discuss with the 2nd Party Union being a majority Union at Codli Mine, all the workers went on legal strike w.e.f. 12-12-2007 after 3 p.m. It is case of the 2nd party Union that, inspite of legal and peaceful strike at Codli Mine the management continued to indulge in the unfair labour practices and violate the provisions of Mines Act, 1952 and also started recruiting new workers during the legal strike. It is case of the 2nd Party Union that, 1st party also forced the trainees to operate the machines for 16 hours a day independently, which was against the provisions of the Mines Act, 1952 as no trainee is allowed to operate the machine independently and thereby 1st Party violated the provisions of Mines Act, 1952 and rules made thereunder. It is contended by the 2nd Party Union that, inspite of the vast majority 1st Party Management refused to negotiate with the majority Union and tried to sponsored and supported the internal Union by showing partially and granting favours during the crucial period of Union organization supporting them financial and granting them benefits to undermine efforts of the 2nd Party Union. It is case of the 2nd Party Union that, by this method 1st Party dominated, interfered with the Union activities of 2nd Party. It is case of the 2nd Party Union that, the 1st Party even indulged in giving unmerited promotions to the members of internal Union and refused to promote the members of the 2nd Party Union on account of their Union activities solely with a view to serve discord amongst the employees and to under mine the strength of 2nd Party Union. It is case of the 2nd Party Union that, since 1st party adopted non-cooperative and adamant attitude and since refused to bargain in good faith the dispute raised by the 2nd Party Union before the Conciliation Officer and Assistasnt Labour Commissioner (Central) ended in failure. It is case

of the 2nd Party Union that, even after the withdrawal of the strike and issuance of the reference the 1st party continued to harass and continued to indulge in unfair labour practices in order to break the unity of the workers Management refused to pay advance Bonus that was paid to the other workers before 25th December, 2007 as per the existing practice, which was prevailing since last more than a decade. It is case of the 2nd Party Union that, 1st Party also refused to pay the earned wages of the month of December i.e. from 1-12-2007 to 12-12-2007. It is contended by the Union that, the said acts of the 1st Party Management is nothing but the harassment to the workers and to cause them financial difficulties as they have joined 2nd Party Union. It is case of the 2nd Party Union that, 1st Party also implemented the methods of harassment only to the active members of the 2nd Party Union and illegally deducted the wages of eight days for enjoying the holiday on those declared holidays from the earned wages paid to them for the month of February, 2008, without following the principles of natural justice. It is contended by the 2nd Party Union that, the said amount of eight days wages were deducted only from the salary of active members of the Union. It is case of the 2nd Party Union that, Codli Mine of the 1st Party is independent establishment and hence it has certified the independent certified standing orders. It is contended by the 2nd Party Union that, the said certified standing orders was certified by order No. 5 of 1976 dated 23rd November, 1976 by the certifying officer which is applicable to the workers of Codli Mine only. It is case of the 2nd Party Union that, during the proceedings then the Union objected the clause 11(4), however, during the proceedings before the certifying authority, management took a stand that, such clause is already certified in other mines and hence the same ought to be included in the certified standing orders. It is case of the 2nd Party Union that, on perusal of the records it is noticed that before the certification of certified standing order of Codli Mine, management had certified the standing order in respect of Mine workers of Sanguelim and Sonshi Mine of Sattari wherein Management has proposed modification to S.O. 11(4) as under :

“in the 4th line after the word “another” add “or from one establishment to another in Goa.” ”

It is case of the 2nd Party Union that, in the proceedings of certification of the certified standing orders then the Union strongly objected to the above proposal on the grounds that the intentions of the management is to transfer workmen from the establishments having standing orders to those establishments having no standing order which would adversely affect service conditions of the workmen. It is case of the 2nd Party Union that, the certifying authority, while rejecting the said proposed amendment held that “after careful consideration and find that, this proposal is not only inconsistent with the provisions of the model standing orders but it is also

detrimental to the interest of the workmen as it would definitely create problems for them. So said proposal was rejected. It is case of the 2nd Party Union that, based on the above certified standing orders the certifying officer certified the standing order for the mine workers working at Codli Mine of the 1st Party vide its order No. 5 of 1978 dated 23rd November, 1976 incorporating the following clause which reads as” clause 11(4) which read :

“All the employees are liable to be transferred in the exigencies of work from one department to another or from one section to another or from one Iron ore Mine to another under the same ownership provided that by reason of such transfer the wages and other conditions of service of the employees are not altered to the disadvantage and provided further that, reasonable notice is given of such transfer. The employee concerned shall be paid actual transport charges plus 50% thereof to meet incidental charges.”

It is case of the Union that, the said clause was added with a specific understanding that any such workers if transferred from one place to another he shall be paid actual transport charges and 50% thereof as incidental charges and hence the transfer was within the zone and not even within Goa. It is case of the Union that, the certifying officer rejected the proposal of transfer within Goa at the time of certification of the standing order. It is case of the 2nd Party Union that, the clause 11(4) of the certified standing order prohibit the employer to transfer any of his workmen covered by certified standing orders to the establishment having no certified standing orders and that only in the Mine owned by the Management and hence any such transfer made in violation of the clause 11(4) of the certified standing order will be illegal unjustified and bad in law made in violation of certified standing orders. It is case of the 2nd Party Union that, in order to implement various unfair labour practices and in order to violate the provisions of Mines Act, 1952 and other labour laws the Management has not allowed any other leadership except for internal union for last 10 years and with the help of internal leadership continue to pressurize the workmen to work as a bonded labour without following the provisions of Mines Act, 1952, Industrial Disputes Act, 1947, and other labour laws in force. It is case of the 2nd Party Union that, due to the pressure on the workmen in collusion with the internal leadership, vast majority workers from Codli Mine resolved to join the 2nd Party Union viz. United Mine Workers Union to protect themselves as the internal leadership during past 10 years has done nothing for the workers but most of the leaders become the officers of the Company without having requisite qualifications. It is case of the 2nd Party Union that, on joining the Union, the General Secretary of the 2nd Party Union informed the Management that almost vast majority of its workmen working at Codli Mine have joined their Union vide their letter dated 6-8-2007. It is case of the 2nd Party Union that, distance between the Codli Mine

and Chitraduga - Karnataka M/s. A. Narrian Mine is more than 400 kms and as such in accordance with the Clause 11(4) it was impossible to travel daily as per the said clause. It is case of the 2nd Party Union that, the action of the Management to threaten the members of the 2nd Party Union and to execute the order of threats amounts to implementation of unfair labour practices as specified in fifth Schedule of Industrial Disputes Act, 1947. It is case of the 2nd Party Union that, almost all the workers have enjoyed the paid holidays declared by the Management for the year 2007 but whenever these workers have availed the paid holiday they were marked unauthorised absence and their wages were illegally deducted from the earned wages. It is case of the 2nd Party Union that, those workmen who have availed the paid holidays they were issued show cause notice for not attending the work. It is contended by the 2nd Party Union that, even the paid holidays declared by the State Government on 5th May, 2007, declared for Grampanchayat Election, on 2nd June, 2007 declared for State Assembly Election and on 31-1-2007 for parliamentary bye-election of South Goa Parliamentary Constituency. On all these three occasions those workers availed the paid holiday were marked 'unauthorised absence' and their wages for those days were illegally deducted. It is case of the 2nd Party Union that, that above actions of the 1st Party Management is illegal, unjustified, bad in law and against the provisions of the certified standing orders of the 1st Party. It is case of the 2nd Party Union that, the attendance register and the wage register in the custody of the 1st Party will prove the same and prayed that, 1st party be directed to produce the same. It is case of the 2nd Party Union that, in accordance with the clause 15(d) of the certified standing orders the workers are entitled for the paid holidays notified by the Company and as per the existing practice the workers are also entitled for 13 paid holidays in addition to the paid holidays declared by the Government on the occasions of elections. It is case of the 2nd Party Union that, the workmen who have availed the paid holidays are entitled for wages on those days, they have availed the holidays and any such workers are entitled for reimbursement of such illegal deductions. It is case of the 2nd Party Union that, 1st Party is an independent establishment having independent certified standing orders employing 350 mine workers directly on the Roll of the company, excluding the officers of the Company and almost 310 workers of 1st Party working in the Codli Mine have joined the 2nd Party Union therefore 2nd Party Union is the majority Union in the said establishment and it has already submitted the resignations letters of workmen from earlier Union and joining letters to the company as well as all the authorities including the internal Union. It is case of the 2nd Party Union that, 1st Party has committed unfair labour practices by not recognizing the 2nd Party Union under the code of Discipline and refusing to negotiate with the majority Union and this Tribunal is empowered to grant the recognition on verifying the majority character of the

Union and that it is the fundamental principle of administration of justice that "where there is a right, there will be a remedy". 2nd Party Union, therefore, contended that dispute pertaining to the recognition of a Trade Union has got the right to adjudicate the said dispute. It is case of the 2nd Party Union that, the Industrial adjudicators have got power to create new rights or modify the existing rights. 2nd Party Union, therefore, prayed that it be held and declared that, the action of the 1st Party Management in transferring Shri Suraj Naik, Pondori Naik and 4 others from their Codli Mine is illegal and unjustified and that, the Management of Sesa Goa Ltd. has committed an act of unfair Labour Practices as defined in entry 7 of the Schedule 5 of the Industrial Disputes Act, 1947 and by not granting paid holidays availed by the workmen, reimbursement of illegal deductions and not recognizing 2nd Party Union viz. United Mine Workers Union being a majority Union by M/s. Sesa Goa Ltd. for their Codli Mine is illegal and unjustified and pending the hearing and final disposal of the Reference this Hon'ble Tribunal be pleased to make an interim award restraining 1st Party in acting furtherance to orders of transfers issued to Mr. Suraj Naik, Joaquim D'Souza, Janardhan Naik, Devidas Gaonkar, Gokuldas Raikar and Pondon Naik and allow them to report on duty at Codli Mines, discussing, signing any settlement with the Sesa Goa Workers Union and direct 1st party to discuss with the 2nd Party in regard to the service conditions and wage revision, recognize the 2nd Party and grant status of recognized Union and for reimbursement of the amount illegally deducted towards availed paid holidays.

6. This is disputed by 1st Party by filing Written Statement at Exhibit 8 raising preliminary objections that, the reference is null and void since transfer is an incident of service and hence it cannot be a subject matter of the Industrial Dispute. It is contended that, Industrial Tribunal is not competent to declare that the employer has committed any unfair labour practice as defined in entry 7 of the Schedule 5 of the Industrial Disputes Act, 1947. Since 1st Party has not given recognition to the Union as majority Union. It is stated that, said subject cannot become matter of Industrial Dispute, and the claim for reimbursement of any deductions as there is appropriate forum under Section 15 of the Payment of Wages Act, 1936, who can deal with it i.e. regarding the claim for payment of wages for a holiday on an election day declared under Section 135B of the Representation of people Act, 1951 i.e. the Election Commissioner and that, the claim of non-payment of wages for paid holidays other than on an election day is subject matter of claim. If any, may either come under the payment of Wages Act or under Section 33 C (2) of the Industrial Disputes Act, 1947 and cannot be subject matter of Industrial dispute.

7. It is case of the 1st party that, it is Company registered under the Companies Act, 1956, having office at Sesa Ghor, Patto Panaji, Goa and carrying on the business

of mining in Goa with an annual turnover of approx. 2500 crores. It is case of the 1st Party that, on account of exigencies of work six of the workmen viz. Suresh Naik, Josquim D'Souza, Janardhan Naik, Devidas Gaonkar, Gokuldas Raikar, of its mine at Codli in Sanguem were transferred to the Company's A. Narain Mines, Meghalahalli, in Karnataka and Mr. Pondori Naik was transferred to Sanquelim. It is case of the 1st Party that, these transfers were in accordance with the appointment letters and the certified standing orders as applicable to the employees since the same were on account of work exigency and that too in the same company situated at Karnataka and were as per the provisions of the relevant clauses of the appointment letters. It is case of the 1st Party that, 2nd Party Union viz. United Mine Workers Union is not a recognized Union and therefore it is not competent to represent the workmen.

8. It is case of the 1st Party that, 2nd Party claiming to represent such employees raised an Industrial Dispute before the Assistant Labour Commissioner (Central) who by notice dated 30th August, 2007 initiated proceedings purportedly under the Industrial Disputes Act, 1947 to which 1st Party submitted its reply dated 10th September, 2007. It is case of the 1st Party that, in the said reply in substance concluded that, the services of Suraj Naik, Janardhan Naik, Devidas Gaonkar and Gokuldas Raikar were transferred from Sesa Goa Ltd., Codli Mines to A. Narain Mines, Megalalahalli, Karnataka and they were required to report there on 13-8-2007, 21-8-2007, 28-8-2007, 24-9-2007 and 17-11-2007 respectively since they were relieved on 8-8-2007, 16-8-2007, 23-8-2007, 19-9-2007 and 12-11-2007 respectively. It is case of the 1st party that, though they were offered all facilities related to their transfer like assistance for obtaining accommodation, monetary advance for travel etc., but they failed to report for their duties. It is case of the 1st party that, vide transfer letter dated 15-11-2007 Pondori Naik was transferred to mining operations at Sanquelim from Codli Mines w.e.f. 23-11-2007 and he was required to report for duties to the Mines Manager but he failed to report for duties. It is case of the 1st Party that, conciliation proceedings were initiated as per the letter dated 22-11-2007 received by the Conciliation Officer & Assistant Labour Commissioner (Central), Mumbai, to which 1st Party submitted its reply dated 24-11-2007. It is case of the 1st Party that, the Union thereafter resorted to the pressure tactic by calling a one day strike on 26-11-2007. It is case of the 1st Party that, on the basis of the said notice of strike dated 13-11-2007 the Assistant Labour Commissioner (Central) based in Mumbai came to Goa addressed a letter to the Union and the Company dated 23-11-2007 calling for discussion/conciliation which was replied by the 1st party vide reply letter dated 24-11-2007. It is case of the 1st Party that the Union declared and served a notice on 1st Party Company as well as on other Companies in Goa where the Union

claimed to represent the workforce though such other companies had no connection with the subject matter of the dispute raised before 1st Party. It is case of the 1st Party that, notice of strike was served on it on 13-11-2007 calling for the strike on 26-11-2007. It is case of the 1st Party that, the strike was resorted to by the 2nd Party Union on 26-11-2007 though the Assistant Labour Commissioner (Central) had admitted the subject matter in conciliation and since the Iron Ore Industry has been declared as a public utility concerned under the Industrial Disputes Act, 1947, the strike was illegal being contra to Section 22 read with Section 24 of the Industrial Disputes Act, 1947. It is case of the 1st Party that, on account of the said strike the entire public was put to inconvenience and hardship disrupting the normal life in Panaji and the strike resulted in loss of production to the tune of approximately Rs. 25 crores. It is case of the 1st Party that, Codli mines is a continuous manufacturing process and the workmen are placed on duty under staggered weekly off system and the loss caused to the 1st Party alone was approximately Rs. 5 crores. It is case of the 1st Party that, even prior to 26-11-2007 the workmen in a concerted manner abstained from work on 15-9-2007, 16-9-2007, 2-10-2007, 17-10-2007, 31-10-2007, 8-11-2007 such absence being in a concerted manner was a strike and such strike being in a public utility concerned was illegal as 14 days notice as required under Section 22 of the Industrial Disputes Act, 1947 was not given to the Company. It is case of the 1st Party that, 2nd Party Union thereafter served a notice dated 26-11-2007 on it declaring its intention to go on an indefinite strike with effect from 10-12-2007, if their demands were not fulfilled a copy of the said notice was also served by the Union on the Assistant Labour Commissioner (Central), Vasco. It is case of the 1st Party that, on the basis of the said notice, the Assistant Labour Commissioner (Central) vide its notice dated 28-11-2007 called the parties for conciliation on the subject matter on 30-11-2007. It is case of the 1st Party that, 2nd Party failed to attend the conciliation proceedings. It is contended by the 1st party that, it vide its letter dated 30-11-2007 refused to accede to the illegal demand of the 2nd Party and emphasized that, the proposed strike was illegal and it also amounted to misconduct in view of para 21(d) of the certified standing orders of the 1st Party. It is case of the 1st Party that, such strike was called for with an ulterior purpose and it was beyond the pale of collective bargaining. It is case of the 1st Party that, the workmen are required to work in three shifts i.e. from 7.00 a.m. to 3.00 p.m., from 3.00 p.m. to 11.00 p.m. and from 11.00 p.m. to 7.00 a.m. It is case of the 1st Party that, on 10-12-2007 the workmen owing allegations to the 2nd Party Union who were in the first shift stopped work from 7.00 a.m. to 10.30 a.m. and resumed work only on the intervention of Deputy Collector, North Goa. The Collector was pleased to called for a meeting of the parties on 12-12-2007. It is case of the 1st Party that, during discussions in the said meeting 2nd Party Union gave an

undertaking that, they will maintain industrial harmony and peace and would resort to the provisions of Industrial Disputes Act for the redressal of their grievances. It is case of the 1st Party that, in total violation and contra to the assurances given to the Collector the workmen again resorted to strike with effect from 12-12-2007. It is case of the 1st Party that, 2nd Party Union also instigated the workmen to commit various illegal acts on 26-11-2007 by attacking their buses, bearing Registration Nos. GA-01-T-3977, GA-01-B-2101 and GA-01-T-4161 by pelting stones on these buses which resulted in breakage of the front glass and puncture a bus that was parked. It is case of the 1st Party that, on 30-11-2007, workers pelted stones on the house of Mr. Maheshwar Gosavi at Xelvona and his scooter was damaged at Bhende Building, Curchorem, Goa. It is case of the 1st Party that, on 3-12-2007 at around 21.15 hrs workers pelted stones on Mapusa Codli Bus bearing registration No. GA-01-V 2437 at Mamded Tivim which resulted in breakage of the front glass of the said bus and on 3-12-2007 at around 00.15 hrs. workers pelted stones on Mapasa Codli Bus bearing registration No. GA-01-V 2101 at Daukona wherein the front glass of the bus was broken and again on 3-12-2007 at around 10.00 p.m. workers threatened the driver of a hired jeep bearing registration No. GA-02-A-7311. It is case of the 1st Party that, on 16-12-2007 at around 10 p.m. 18 persons led by Suraj Naik, Peter D'Souza, Janardhan Naik, Anthony D'Cruz and 14 other workers went to the residence of Kgorio D'Silva, a loyal employee of 1st Party at Pontemol and threatened him with dire consequences if he attends the work. It is case of 1st Party that, as a result of that, Shri Lingorio was frightened and mentally effected. It is case of the 1st Party that, he was called up over the phone and narrated the incident to Dr. Sunil Kakodkar, the Company's Doctor. It is case of the 1st Party that, he was so frightened that, he was neither ready to lodge a Police complaint nor prepared to report for work, due to the threats given by the aforesaid persons. It is case of the 1st Party that, on the very same day again on 16-12-2007 at around 6.30 p.m. 20 workers with red flags in their hand visited the house of Shri Raghuvir I. Gaonkar, a loyal employee of the company who use to attend his duty regularly and threatened him of dire consequences if he attends the work who immediately phoned to Dinesh Desai, Company's Surveyor and narrated the incident to him. It is case of the 1st Party that, Mr. Raghuvir was also not ready to report for duty on account of threat given to him. It is case of the 1st Party that, on 16-12-2007 a group of 6 persons led by Suraj J. Naik visited the house of one of the loyal employee of the 1st Party viz. Prakash D. Bibalkar. It is case of the 1st Party that, they kicked the main door of his house, abused them with filthy words, caused damage to the window curtains of his house and threatened him and his wife that they will kill Prakash if he report for work and thereupon a complaint was filed by Shri Prakash. It is case of the 1st Party that, on

5-10-2008, in a most disgusting manner the striking workers threatened and abused officers of the Company, stopped the transportation of the iron ore and abused and humiliated the workmen who were reporting for work. It is case of the 1st Party that, on 14-1-2008 one Mr. Austin Dias who is on training at the Codli Mine and who is residing at Shiroda was assaulted by the striking workmen while he was proceeding for work. It is case of the 1st Party that, the unauthorized absence of the workers on 15-9-2007, 16-9-2007, 2-10-2007, 17-10-2007, 31-10-2007, 8-11-2007, 3-12-2007 and on 4-12-2007 was in concerted manner and was a strike and such strike declared being in a public utility concerned was illegal as 14 days notice is required under Section 22 of the Industrial Disputes Act, was not given to the 1st Party Company. It is case of the 1st Party that, the unauthorized absence of the workers on 26-11-2007 and since the subject matter of strike was pending in conciliation was illegal under Section 22 read with Section 24 of the Industrial Disputes Act, 1947. It is case of the 1st Party that, 2nd Party Union represent less than 5% of the work force of the 1st Party company thus the 2nd Party Union does not have a representative status to raise any dispute in the 1st Party's establishment/industry. It is case of the 1st Party that, 1st Party by letters dated 14-12-2007 and 21-1-2008 appealed to the striking workmen for harmony and restoration of normalcy and it had fonded hope that good sense would prevail on those sections of workmen who had till then resorted to stoppage of production. It is case of the 1st party that, however, all the hopes were belied by the actions of the striking that followed after the appeal. It is case of the 1st Party that, attention of the striking workmen was invited to the fact that the strike is illegal as it has been declared as a public utility concerned and when matter was pending in the conciliation, however, there was no change in the attitude of these workmen who continued with their illegal strike that was resorted to with effect from 10-12-2007. It is case of the 1st Party that, unfortunate and alarming aspect of these sections of workers who were on strike is their violent attitude and such behaviour is not acceptable in a company like that of 1st Party known for its work, culture, progressive policies and that treat the employees as the partners in the development and progress and where a worker is paid the highest wages as compared to similar concerns.

9. It is case of the 1st party that, on account of such attitude of the striking workers the Management had no option but to move the Civil Court, Sanguem to restrain the workmen from resorting to illegal activities. It is case of the 1st Party that, 2nd Party Union gave an undertaking before the Ld. Civil Court, Sanguem not to obstruct the operations of the 1st Party. It is case of the 1st Party that, the Hon'ble Court was pleased to pass orders in terms of the undertaking given by the striking workmen before the court and further directed the striking workmen to stay at a distance from the work place. It is case of the 1st Party that, in the said

matter Hon'ble Appellate Court vide order dated 3-1-2008 and 4-1-2008 was pleased to pass an interim order directing the defendants therein to maintain a distance of 200 meters from the office gate. It is case of the 1st Party, that on receipt of a copy of the said order, 1st Party displayed a copy of the said order on 3rd and 4th January, 2008 itself at the site where the 2nd Party workmen were staging their dharna. It is case of the 1st Party that, 1st Party also demarcated the area beyond 200 meters and requested the workers to comply with the order of the Courts by shifting themselves beyond 200 meters that were demarcated by 1st party. It is case of the 1st Party that, 2nd Party Union had also given an undertaking before the Ld. Civil Court, Sanguem vide which it had undertaken not to obstruct the operations of the 1st Party. It is case of the 1st Party that, workers refused to comply with the said order of the Civil Court. It is case of the 1st Party that, all of a sudden on 4-1-2008 Respondent No. 2 therein instigated the Respondents No. 3 to 55 to block the entry and exit of the vehicles of the appellant company and its transport contractors. It is case of the 1st Party that, Respondent No. 2 along with respondent No. 3 to 55 started obstructing and blocking the entry and exist of the vehicles at around 6.30 a.m. in the morning. It is case of the 1st Party that, 2nd Party Union also manhandled the loyal employees of the 1st Party who were on duty on 4-1-2008 and employees of the 1st Party were seriously assaulted by 2nd Party Union and the workmen also forcefully unloaded the trucks full of Iron ore in the middle of the road obstructing the movement of vehicular traffic within the mine premises of the 1st Party and also causing financial loss to the 1st Party's property. It is case of the 1st Party that, 2nd Party Union adopted criminal tactics to threaten the loyal employees of the 1st Party and the employees of the transport contractors from reporting to their respective duties. It is case of the 1st Party that, 2nd Party Union engaged themselves into such activities that rendered them unbecoming of law abiding citizens. It is case of the 1st Party that, thus 2nd Party Union violated the order dated 3-1-2008 passed by the Hon'ble Court and committed breach of the undertaking dated 15-12-2007 given by the 2nd Party Union. It is case of the 1st Party that, it transferred the employees on account of exigencies of work and in accordance with the provisions of law and instead of reporting for work at the place of posting have been instigating and inciting the workmen who are on strike to continue with the illegal strike and have resorted to threats to the workmen who are reporting for work. It is case of the 1st Party that, such striking workmen lead by the transferred employees were reportedly moving from house to house of the loyal workers and threatening them and their family members. It is case of the 1st Party that, the transfers of the workmen were effected for administrative ground and on exigencies of work. It is case of the 1st Party that, the transfers are within the prerogative of the managerial powers and it is an incident of service. It is case

of the 1st Party that, transfer is in accordance with the appointment letter and certified standing orders. It is case of the 1st Party that, the dispute in the matter of transfer cannot be raised as the transfer is neither contrary to the appointment letter of the workman nor against the standing order as applicable to the company. It is case of the 1st Party that, the dispute, if any, is a collective dispute and not an individual dispute. It is case of the 1st Party that, the dispute can only be raised by a substantial segment of the workforce of the company or by a Union which represents a substantial workforce of the company. It is case of the 1st Party that, the present claim is neither raised by a substantial workforce of the company nor by a Union which represents a substantial workforce of the Company. It is case of the 1st Party that, the United Mine Workers' Union is not competent to raise an industrial dispute. It is contended by the 1st party that, assuming that, the dispute, if any, with respect to the transfer is an industrial dispute the issue still is as to whether 2nd Party, United Mine Workers Union, could be said to have a representative character qua the workmen employed by 1st Party who were transferred to the 1st Party's establishment in Karnataka and as to whether such dispute could be transformed into an industrial dispute? It is case of the 1st Party that, the consistent contention of it is that, the said Union is not competent to raise the dispute and the Assistant Labour Commissioner had no jurisdiction to entertain the dispute.

10. 1st party denies that, the 2nd party Union believes in peaceful and constitutional means for redressal of grievances of its members and that, the majority of mine workers of various employers of Goa are members of the Union or that, the 2nd Party Union represents majority of mine workers in Goa. It is case of the 1st Party, that the attitude of the 2nd Party Union indicates that it believes in adopting violent matters while dealing with issues in relation to the workforce. It is denied by the 1st Party that the Management has sponsored any Union or that any union is hand in gloves with the Management or that it has ever taken any steps to protect the rights and benefits of the workers. 1st Party denied that, it with the help of so called internal Union viz. Sesa Goa Workers Union, has started harassing the workers who were agitating against the indulgence of unfair labour practices and that, the workers who have taken initiate to protest such unfair labour practices were singled out and it is also denied by the 1st Party that on false charges their services were terminated without conducting any inquiry. It denied that, the internal Union co-operated to sign a contracting out settlement or that in collusion with the Management did not raise any dispute for wages for the period of illegal suspension of operations or illegal lock out. It is case of the 1st Party that, the employees are represented by Sesa Goa Workers' Union which is a majority Union have always deliberated on issues related to work and terms and conditions of

service have always taken collectively the right decision on every one's interest. It is case of the 1st Party that, with the said Union Management has arrived at four long-terms settlements and the said Union has always co-operated with the management in maintaining industrial discipline and increasing productivity. It is denied by the 1st Party that it is maintaining the over time register or that there was no proper safety arrangements at the work place or that the internal roads are not as per the provisions of Mines Act, 1952 and that, there is no proper lighting arrangement and that 1st Party is running 2nd and third shift at mining pits and that the operations are without compliance of due process of law. It is case of the 1st party that, it has always been in the forefront as far as implementation of various labour and other statutes are concerned and the provisions of the Mines Act have always been followed both in spirit and word. It is case of the 1st party that, it has been carrying on operations for decades and there has been no allegation whatsoever by anybody or authority as regards the violation of the statutes are concerned. It is denied by the 1st party that, it indulge in the unfair labour practices and violating the provisions of law and that, the Union was doing nothing to protect the legal rights of the workers and failed to take any positive steps to stop the Management from violating the provisions of laws in force. It is denied by the 1st Party that, the internal Union in collusion with the Management indulged in and were indulging in unfair labour practices and that, the vast majority of workers working at Codli Mine decided to join the 2nd party Union. It is case of the 1st party that, settlements that have been arrived at with the majority Union has always been legal, fair and proper and supported by the majority of workers and implemented in totality and have been extended to the workforce the best wage structure in the industry. It is denied by the 1st party that, on receipt of the information about joining of the new Union Mr. M.D. Phal, Director, HR & Sr. Mines Manager of Codli Mine Mr. Joseph Coelho of the 1st Party addressed the workers in the Training Room and informed them that, if they join any other Union than Sesa Goa Workers Union, the Management will take action against such workers. It is case of the 1st party that, the allegations against the officers of the Company are mischievous and malafied and are intended to pressurize this Tribunal. It denies that, with a view to break the 2nd Party Union the transfer order dated 7-8-2007 transferring Mr. Suraj Naik to Chitradurga-Karnataka, transfer order dated 14-8-2007 transferring Mr. Joaquim D'Souza to Chitradurga-Karnataka, transfer order dated 21-8-2007 transferring Janardhan Naik to Chitradurga-Karnataka and terminating the canteen contract of his father-in-law, transfer order dated 17-9-2007 transferring Devidas Gaonkar transferring him to Chitradurga-Karnataka, transfer order dated 9-11-2007 transferring Gokuldas Raikar to Chitradurga-Karnataka, transfer order dated 15-11-2007 transferring Mr. Ponda Naik to Sanquelim Mine and that, the said transfer orders

are issued malafiedly in the manner as alleged and that, the same are illegal, unjustified and bad in law issued only to victimize the concerned workmen for trade Union activities that that, these orders are against the provisions of certified standing order of the company applicable at Codli Mine or that the standing orders require that an employee cannot be transferred from one mine to other mine. It is submitted by the 1st Party that, the said transfer orders are legal, fair and proper and in accordance with the appointment letters and certified standing orders of the Company and it is submitted by the 1st Party that, the allegations are mischievous and malafide. It is denied by the 1st party that, the orders of transfer are nothing but colorable exercise of right of the management in the name of exigencies of work only to harass and victimize the trade union activists. It is denied by the 1st Party that, Company adopted the discriminatory treatment amongst the two Unions and in that no employee being the member of Management sponsored Union is transferred. It is denied by the 1st party that, the transfers are only after formation of 2nd Party Union and that, the transfers are effected beyond the rights of the appointment letters and that, they are not in consonance with the certified standing orders applicable. It is denied by the 1st party, that the transfer orders are issued in the midst of academic year, thus calling sufferings to school going children and shattering the family life and said transfer orders does not clearly set out the conditions of service, pay packet, etc. that would be applicable and that in their place trainee and temporary workmen were simultaneously recruited and assigned the work of transferred employees. It is denied by the 1st Party that, these transfer orders are illegal and any action in furtherance of issuance of the said transfer orders would be ab initio, void and therefore nonest. It is also denied that, these transfer orders amount to alteration of service conditions during the pendency of the proceedings before the Central Industrial Tribunal and hence bad in law.

11. It is case of the 1st Party that, as the transferred workmen did not report for work the Management initiated the disciplinary proceedings. It is denied by the 1st Party that, experienced and legally trained persons were representing the Management and that, the decisions of the Inquiry Officers were taken by the management representative without giving proper orders and without considering the representations of the charge sheeted workmen. It denies that, the Management is sponsoring any Union or that it has indulged in unfair Labour practice of favouring the one Union and harassing the members of other Union and forcing them to go to the so called management sponsored Union and that, the Management refused to attend the proceedings before the Assistant Labour Commissioner (Central). It is case of the 1st Party that, all the workers went on illegal strike w.e.f. 12-12-2007. It is denied by the 1st Party that, Management started recruiting new workers during the strike and that, the 1st

Party Management forced the trainees to operate the machines for 16 hours a day against the provisions of Mines Act and violated the provisions of Mines Act, 1952 and rules made thereunder. It denied by the 1st Party that, it supported the internal Union by showing partiality and granting favours during the crucial period of Union organization and supporting them financially and granting them benefits to undermine efforts of the 2nd Party Union and that by the said method dominated or interfered with the Union activities of the 2nd Party. It is denied by the 1st Party that it gave unmerited promotions to the members of the internal Union and refused to promote the members of the 2nd Party on account of their Union activities. It denies that, it adopted non co-operative and adamant attitude and refused to bargain in good faith before the conciliation officer. It is case of the 1st Party that, the workmen who had resorted to an illegal and unjustified strike from 10-12-2007 reported for work on 9-2-2008 after giving an undertaking of good conduct. It denies that, in order to break the unity of the workers the management refused to pay advance bonus that we paid to the other workers before 25-12-2007 as per the existing practice, which was prevailing since last more than a decade and it is also denied by the 1st Party that, the Management refused to pay the earned wages of the month of December i.e. from 1-12-2007 to 12-12-2007. It denies that, it harassed the active members of the 2nd Party and illegally deducted the wages of eight days for enjoying the holiday on those declared holidays from the earned wages paid to them for the month of February, 2008. It denies that, at the proceedings of certification of certified standing orders then the Union strongly objected to the above proposal on the grounds that, the intention of the Management is to transfer workmen from the establishment having standing orders to those establishment having no standing orders which would adversely affect service conditions of the workmen. It is case of the 1st Party that, the certified standing orders permit transfer of the employees and there is no violation of whatsoever of the certified standing orders of the 1st Party Company and it is denied by the 1st Party that due to pressure on the workmen and in collusion with the internal leadership, vast majority of workers from Codli Mine resolved to join 2nd Party Union and the workers took the above decision only to protect themselves as the internal leadership during the past 10th years had done nothing for the workers but the most of the leaders become the officers of the 1st Party without having requisite qualifications. It is denied by the 1st Party that, the Management transferred workmen only because of the receipt of the letter dated 6-8-2007, as alleged in paras 47 to 49 of the Claims Statement and it is contended by the 1st Party that A. Narrain Mines is owned and operated by the 1st Party Company and it denies that, the workers were transferred because they joined 2nd Party Union. It is denied by the 1st Party that, after the formation of the 2nd Party Union Management called all the workmen in groups in the training hall on

several occasions and threatened them that, if they fail to resign from the 2nd Party Union Management will take action against such workmen and that, the Management continued to issue the transfer orders, harass and threaten the workmen and that, they committed unfair labour practices as specified in Fifth Schedule of the Industrial Disputes Act, 1947. 1st Party denies that, it illegally deducted the wages of the workmen. It is case of the 1st Party that, for claim for dues of holidays wages, it states that, the process of work in 1st Party Company's Codli Mine is continuous. It is case of the 1st Party that, the majority Sesa Goa Workers Union in the settlement dated 26-10-2001 has accepted this continuous work concept, and the weekly holiday is modified into staggered weekly off to meet the continuous work requirements. It is case of the 1st Party that, it receipt a letter from the election commission dated 30-10-2007 in respect of the above subject matter and 1st Party replied to the same by the letter dated 6-11-2007 and made reference to Clause 4 of Section 113B of the Representation Act, 1951 which reads as "This section shall not apply to any elector whose absence may cause danger or substantial loss in respect of the employment in which he is engaged." It is case of the 1st Party that, the operations in the mine therefore falls within the exception carved out under Clause 4 Section 135B of the Representation of the People Act, 1951. It is case of the 1st Party that, in accordance with the Clause 15(d) of the Certified Standing Orders, workers are entitled for paid Holidays notified by the Company and as per the existing practice workers are entitled for 13 paid holidays in addition to the paid holidays declared by the Government on the occasions of elections. It is denied by the 1st Party that, any such workers are entitled for reimbursement of such deductions. It is denied by the 1st Party that, 310 workers of 1st Party working in Codli Mines have joined 2nd Party Union viz. United Mine Workers Union and that the said Union is the majority Union. It is submitted by the 1st Party that, this Tribunal is not competent to declare that, 1st Party has committed the unfair labour practice and decide on the majority status of any Union. It is contended by the 1st Party that, the code of discipline is not applicable to the 1st Party establishment. It is submitted by the 1st Party that, 2nd Party Union is not entitled to any relief as prayed for and in view of the preliminary objections raised above and also on merit the reference does not survive and deserve to be rejected.

12. Rejoinder is filed by the representative of the Union at Exhibit 9 repeating the same story as made in Claims Statement and denying the contentions raised by the 1st Party in their Written Statement which are contrary to the statements of claim.

13. 2nd Party Union filed Application at Exhibit 13 praying for interim relief directing 1st Party to make payment of the subsistence allowance at prescribed rate to the workmen involved in the reference till reference is decided

on merits which was opposed by 1st Party by filing its exhaustive reply at Exhibit 14 and the said interim application came to be rejected by this Tribunal by its order dated 11th February, 2009.

14. In view of the above pleadings Issues were framed at Exhibit 27 which I answer as follows :

Issues	Findings
1. Is transfer involved in the Reference legal ?	Yes
2. Whether declaration of non-granting Paid holidays is just and proper ?	Yes
3. Whether not paying payment of wages for paid holidays availed by workmen is legal ?	Yes
4. Whether decision of management in not recognizing "United Mine Workers Union" is just and proper ?	Yes
5. Whether 1st Party has committed unfair labour practice as alleged ?	No
6. Whether employees are entitled for reimbursement of deduction of paid holidays ?	No
7. What order ?	As per Order below.

15. 2nd Party Union challenge the decision of the Management of transfer of some of the Members of the Union. It also pray to declare act of the Management in not granting paid holidays and not paying payment of wages for paid holidays availed by the workmen as unfair labour practice. Said Union also request to declare decision of the 1st Party of not granting paid holidays as "an unfair labour practice". 2nd Party Union also pray to declare act of the Management in not recognizing it as majority Union of workers of Codli Mine since most of the workers are members of the said Union. Said Union also pray to declare that, it is a recognized Union. Said Union also request to declare that, employees who are the members of the said Union are entitled for reimbursement of the illegal deductions of paid holidays. This is disputed by Management saying that, transfers are legal and valid. It is case of the 1st Party that, transfers are as per the appointment orders and as per the Certified Standing Orders. Stand taken by the 1st Party regarding non-granting of paid holidays, not paying payment of wages for paid holidays, and for not recognizing 2nd Party Union saying that, no such strength is with the 2nd Party Union of the employees of the Codli Mines to declare it as a recognize Union. Besides stand taken by the 1st Party that, said prayer prayed in the Reference cannot be granted by the

Tribunal which is an adjudicating machinery sitting under Section 10 of the Industrial Disputes Act, 1947. Stand taken by the 1st Party is also that, prayer to recognize Union cannot be prayed in the Reference and employees involved in the Reference are not entitled for reimbursement of the deductions made since there is separate forum which can consider it as well as can consider issue of not making payment of wages for paid holidays.

16. On all these Issues, Union has examined 8 witnesses, including employees whose transfer is involved in the reference at Exhibits 36, 38, 39, 41, 42, 44 to 46. Against that, Management examined one witness at Exhibit 50. Union filed closing purshis at Exhibit 47 and Management at Exhibit 54.

17. Besides this, 2nd Party Union filed list of documents at Exhibit 21, 29, 40 and 51 whereas Management filed its documents with list Exhibits 18, 26, 33, 49 and at Exhibit 55.

18. Heard both at length upto 30th March, 2010 though it is time bound matter.

19. In the light of pleadings Issues are framed at Exhibit 27 which I am taking one by one for discussions as follows :

REASONS :

Issue No. 1 :

20. This issue is regarding transfer of employees involved in the Reference. According to Union employees viz. Suraj Naik, who was Secretary of the Local Committee of the Union was transferred by order dated 7-8-2007, Mr. Joquim D'Souza, Mr. Janardhan Gondhalekar, Mr. Janardhan Naik, Mr. Devidas and Mr. Puti Gaonkar were transferred by respective transfers orders to Chitradurga-Karnataka. According to Union said were office bearers of the 2nd Party Union and even it was informed by the said Union regarding their designations in the Union declaring they are protected employees and formation of this Union to the 1st Party. When Management of the 1st Party learned about formation of the Union and designations as well as the status of protected employees these members of the Union were transferred. They were called along with others by Mr. M. D. Phal, Director, H. R. and Sr. Mines Manager of Codli Mine Mr. Joseph Coelho. It is alleged that, these officers threatened the workers saying that, if they join new Union they will be transferred and they will not recognize said Union in its establishment. Whereas case of the 1st Party is that transfer under challenge is as per the standing orders and as per the appointment order. According to 1st Party it is legal one and according to 1st Party Union cannot challenge said transfers. Besides it is case of the 1st Party that, there is exigencies of work at Chitradurga Mines at Karnataka where these employees were transferred. Besides case of the 1st

Party is that, this Union was formed only with an intention to defeat the transfer orders.

21. On that point, 2nd Party Union, examined most of those transferred employees, including Mr. Puti Gaonkar at Exhibit 36 who gave entire story how this Union was formed. This witness states how role was played by Sea Goa Workers Union and what drastic decisions are taken by this 2nd Party Union alleging that, the earlier Union viz. Sesa Goa Workers Union was working there by joining hands with the Management and in last 10 years no favourable decisions were secured by that Union to protect the interest of the employees. The said Union was permitting Management to act as per its own ideas and plans. It is alleged by this Union that, the said Union was not protecting the interest of the employees. It is alleged by this Union that, said Union was not at all taking keen interest and was protecting the interest of the employees viz. to give benefit to the workers working there. He states that, the said Union even did not oppose the transfer policy and did not fight for good wages, paid holidays not given, deductions from salary about absenting on paid holidays by workmen and other benefits of the employees though these were given at other mines where benefits were given to the workers working there. He states that, new Union was formed which was not liked by the Management, so officers of the Management called most of them and threatened saying that, if they join new Union, Management will not recognize it and will see that, employees who will become members of the said Union, will be transferred or will be nowhere in the establishment of the 1st Party. He goes on repeating the alleged role played by the previous Union and go on saying how it was necessity to form this Union and go on saying how much it benefited to the workers. He also go on saying that, how benefits were secured by this Union. In the cross this witness states that, he knows about settlement dated 8-11-2001 which took place between Management and Codli Workers Union and former Union. He admits that, he read the said settlement. He admits that, he is aware of the contents of the said settlement. He admits that, settlement dated 8-11-2001 was not challenged. He stated that, he is not aware of new settlement which took place on 20-11-2008. He admits that, no complaint was made by the workers directly to the Union to raise a dispute of transfer. He stated that, there was a resolution in the meeting. He admits that, they were discussing issue of transfer in the meeting, including meeting of 5-8-2007. Then other witness examined by Union namely Raghoba Gaonkar who repeat the same story alleging that out of 383 permanent employees working at Codli Mine most of them became members of the Union. He also go on alleging that, role played by Sesa Goa Workers Union was a dummy role and go on blaming the said Union naming it as a "pet" Union of the Management. He also blames the said Union saying that, it was not looking to the interest of the workers. He also alleged that,

officers of the 1st Party viz. M. D. Phal called the workers and gave threats about joining and formation of the new Union and says that, he threatened them that, if they join any other Union they will not recognize it and will transfer the employees who will become members of the said Union. He also made out the same story as made by the previous witness viz. Puti Gaonkar. In the cross this witness admits that, he was office bearer of the Sesa Workers Union between 10-5-2002 to 24-11-2005. He admits that, he was signatory to the settlement dated 27-12-2004. He admits that, the said Settlement was implemented and no dispute was raised regarding terms of the Settlement. He admits that, he was a party to the examples given in connection with paras 36 to 37 of his affidavit. He also states that, he was party to the alleged violation referred in para 35 of his affidavit. He admits that, he did not have date and time of the incident referred in paras 10 and 11 of his affidavit. Even he admit that he did not know the time and date of the incident narrated by him in para 13 of his affidavit. Even he admits that, he was not present at the time of the incident referred in para 18 of the affidavit. He also admit that, he did not recollect the exact date and time of the incident referred in para 19 of his affidavit. He admit that, he was not present at the time of the incident narrated by him in para 22 of his affidavit. He also admit that, he was not present at the time of the incident narrated by him in para 23 of his affidavit. He also admit that, he was not present at the time of the incident narrated by him in para 25 of his affidavit. He admit that, he was against transfer policy since beginning. He admits that, he attended the meetings where issue of transfer was discussed at length. He admits that, prior to 3 months of the formation of the Union they were discussing about transfer policy of the Management. He admit that, new Union was formed to challenge the transfer policy as well as to challenge the decision of the Management of not paying the payment of holidays. He admit that, no request was made by Union nor by any individual workman to the Management regarding unfair labour practice as alleged. Then Union examined Suraj Naik by filing his affidavit, in lieu of his examination-in-chief, at Exhibit 39 who speaks on the same lines on transfers and the role played by the previous Union i.e. Sesa Workers Union as deposed by the previous two witnesses. He admits that, transfers were made as per Certified Standing Orders. He admits that, majority of the members of the new Union are Multi Skilled Operators. He admits that, Management disclosed about its transfer policy to Narayan Mines (Karnataka) with Multi Skilled Operators prior to formation of the Union. Then Union examined its witness Mr. Suresh Naik by filing his affidavit at Exhibit 41 in lieu of is examination-in-chief, who is on the limited point of the Contract in the Canteen and whose contract was terminated since his son-in-law Janardhan Naik who was office bearer of the 2nd Party Union and to whom he was unable to convince to withdraw from becoming member and office bearer of the 2nd Party Union. However, in the cross he

admits that, he did not complain to the Police about the threat given to him by the officer of the 1st Party viz. Janardhan Gondhlekar who asked him to convince his son-in-law to withdraw from the Union. Then Union examined another witness Mr. Jouquim D'Souza at Exhibit 42 who is on the point of alleged threat given to him by Mr. M. D. Phal, Director, H. R. & St. Mines Manager of Codli Mines and Mr. Joseph Coelho called him in the conference hall and threatened him. He also speaks about the role played by the previous Union and how it was harmful to the workers and how it was joining hands with the Management and he also explained how it was in need of the new Union and how it benefited the workers. In the cross he admits that, he was also against the transfer policy of the Management. He admits that, he was against the transfer of the workmen to Chitradurga Narayan Mines, Karnataka. The Union explain its another witness Gokuldas Raikar by filing his affidavit at Exhibit. 44 in lieu of his examined-in-chief, who speaks on the same lines that of the previous witnesses. In the cross this witness denies that since he was knowing that, he will be transferred, he joined 2nd Party Union. Then Union examined its other witnesses Devidas Gaonkar and Janardhan Nair by filing their affidavits, at Exhibit 45 and 46 in lieu of their examination-in-chief, who is also speaking on the same lines and denies the suggestion was put to them that, they joined this 2nd Party Union just only to challenge their respective transfers. Against that, Management examined its core witness, Mr. Janardhan V. Gondhlekar at Exhibit 50. Who narrates how 1st Party was working prior to formation of this 2nd Party Union. He also speaks about co-operation given by previous Union viz. Sesa Workers Union which was there for more than ten years and how its role helped the welfare of the workers and how they were benefited in wages and of other facilities. He claims that, 2nd Party Union is not majority Union or recognized Union. He states that, it has no power to claim as recognized Union. He also states that, transfers are legal and proper and are as per the Certified Standing Orders as well as per the appointment orders. He denies about allegations made by the 2nd Party Union regarding alleged threats given by its officers on point of formation of the Union. He also denies that, officers of the 1st Party addressed the workers not to join 2nd Party Union. He also denies that, officers of the 1st Party threatened the workers that, they will be transferred or removed from the services if they join any Union other than Sesa Workers Union. He denies that, 1st Party was harassing the workers with the help of the internal Union. He denies that, Sesa Workers Union was joining hands with the it and was allowing Management to take any decision. In the cross he states that, Sesa Workers Union, was the only Union in Codli Mines prior to August, 2007. He admits that, Codli Mines has its independent Certified Standing Orders. He admits that, Settlement dated 20-11-2008, produced with list Exhibit 49 at Sr. No. 10, was signed for Mine Workers. He admits that, no overtime was

claimed by the said Union by raising said point with the management. He admits that, allowances were not considered while giving overtime. He admits that, he was Head Clerk in the year 1993 and then he was promoted. He admits that, Ganesh Gaonkar was General Secretary of Sesa Workers Union. He admits that, more than 100 workers may be working on contract basis in Codli Mines. He admits that, Mr. Mahale was the executive member who signed settlement between Sesa Goa Ltd. on behalf of the Sesa Goa Workers Union who is now working as officer. He admits that, likewise Yashwant Toreskar is promoted who was one of the signatory on the settlement who was Member of the Sesa Goa Workers Union. He admits that, designation of the workers and grades mentioned in the settlement are not amended in any other settlements produced at Sr. No. 6 to 10 Exhibit 49. He denies that, work is got done from the workers for more than 10 hours. He admits that, Management of Sesa Goa is now taken over by Vedanta. He admits that, there is increase in the work in Sesa Goa after taking over of Vedanta. He admits that, if workers did not attend work on declared holidays as per the settlement, are marked absent. He admits that, if workers who are not attending work on holidays are marked absent which is treated as leave without pay. He admits that, settlement took place at Codli Mines are not applicable to mines at Karnataka and vice versa. He admits that, there is no transfer from outside Goa to Codli Mines to meet requirements of the Codli Mines. He states that, Travelling Allowance was offered to Pandhari Naik as per the settlement. He denies that, members of the Sesa Goa Workers Union were joining hands with the Management and allowing Management to rule the workers as per its desire and whim.

22. Besides the oral evidence of its officer on the point of transfer Advocate of the 1st Party placed reliance on the documents produced by it with Exhibit 18. Management has produced documents at Serial No. 1 to 15 of Exhibit 18 which are copies of appointment letters of the concerned workmen. He draw attention to these appointment orders and more precisely to para 13 of all appointment orders where it is a mention about transfer which reads like this :

“13 : Although your place of work is presently at Codli, your services are transferable to any of the establishment of Sesa Goa or its subsidiaries where it has business interest, in India, which are in existence, or which may be established later, without any extra remuneration.”

Relying on this Clause of Appointment Order it is case of the Management that, by the appointment order itself employees were made known that, they will be transferred from Codli though they were posted at Codli. Even said Clause permit Management to transfer its workers to any of its establishment or any of its subsidiaries where

it has business interest in India which are in existence or which may be established later on without any extra remuneration. According to 1st Party when these workers were appointed and said Clause is there in the appointment order they were very well made known that, they are liable to be transferred. So according to Management Clause 13 of the appointment order empowers the Management to transfer them and there is nothing illegal in transferring them to A. Narrain Mines at Chitradurga, Karnataka.

23. Much hue and cry was made regarding ownership of A. Narrain Mines and right of Management in transferring the employees to A. Narrain Mines at Chitradurga, Karnataka, on the ground that, Codli Mine has independent Standing Orders whereas said are not applicable to A. Narrain Mine at Chitradurga, Karnataka. According to me we are concerned with the terms and conditions of the employment on which employees were appointed. As far as Clause 13 of the appointment order is concerned it is in all appointment orders of the employees involved in the reference and it empower 1st Party to transfer them anywhere. Said Clause 13 of appointment order even permit the Management to transfer employees to its any other establishment where it has interest. The word 'interest' does not only narrow down the scope and control of the 1st Party only for limited purpose as try to suggest by Union but it give wide scope and powers to the Management to transfer the employees where first Party has business interest in India which are in existence or which may be established later on. Even ground was taken by Union that, when these employees were transferred A. Narrain Mine was not in existence but clause 13 of the appointment order which specifically permit the Management to transfer the employees wherever it has business interest in India which are in existence or which may be established 'later on'. The word 'later on' means definitely the interest which was not in existence when appointment orders were issued but which were established after the issue of the appointment order. Besides it is to be noted that, it is not the case of the Union that, they have challenged clause 13 of the appointment order and they got any verdict in their favour to show that, the Management cannot act discriminatory as per said Clause of the appointment order. That means appointment order empowers the Management to transfer the employees till said is not got declared as illegal by the Union. That means said Clause which empower the Management to transfer the employees anywhere and where it subsists as well as not decided as illegal by any competent authority in my considered view said cannot be ignored. Apart from that, it is case of the Management that, there are certified standing orders which also permit the Management to transfer the employees. Management has produced Certified Transfer Orders from pages 16 to 49 with Exhibit 18. In clause 2 of the Clause 11(4) of the said Standing Orders which are certified, empower the Management to transfer the

employees. Clause 11(4) of the said Certified Standing Orders reads like this :

"11(4) : All employees are liable to be transferred in the exigencies of work from one Department to another or from one section to another, or from one Iron Mine to another under the same ownership, provided that by reason of such transfers the wages and other conditions of service of the employees are not altered to the disadvantage and provided further that reasonable notice is give to such transfers. The employee concerned shall be paid actual transport charges plus 50% thereof to meet incidental charges."

The documents produced by the Management at pages 18 to 20 Exhibit 18 reveals that, Union objected the said transfer proposal, however, said was retained by the Competent Authority in Certified Standing Orders and included in it which are applicable to the employees of the 1st Party. When Certified Standing Orders as well as appointment order empower the Management to transfer the employees anywhere, in my considered view apparently the right of the Management in transferring the employees cannot be declared illegal.

24. The contention of the representative of the Union that transfers were malafied and that the provisions of Certified Standing Orders are not permitting the Management to transfer the employees and as such transfers can be challenged by the employees and the Union and Tribunal can interfere in the said transfer orders. Whereas arguments advanced by the Management's Advocate is that, when Management can legally transfer the employees neither Union nor employees have a right to challenge the same. According to Management's Advocate, there was no malafied in transferring the employees. On the contrary employees under the transfer are transferred due to exigencies of work and their services were needed at Chitradurga, Karnataka, A. Narrain Mine. Besides it is submitted that, though there were number of employees at Codli Mines and out of them very few have been transferred who have challenged the said transfers. Besides it is argued that, there is no malafied in transferring the employees as alleged by the Union. According to him Union was formed just to defeat the transfer policy of the Management. Management has not transferred these employees indiscriminately and no transfer was made to conclude that it was a malafied transfer and transfer was made only with an intention to harass the employees. He referred admissions of the Union witness on that point where it reveals that, employees were aware of the transfers policy and it is mentioned in the appointment orders itself. Besides it is submitted that they being members of the minority Union cannot challenge the long standing practices and policy of the Management which is going on there for last 10 years or more.

25. If we go through the evidence referred above we find the case of the Union, more precisely the evidence of Union's witness No. 1, Puti Gaonkar at Exhibit 36 reveals that he admit the settlement dated 8-11-2001. He also admit the contents of the same. He admits that settlements were not challenged at any level upto this stage. He admits that, workers of other Mines are also members of this Union. He admits that, issue of transfer was discussed in all the meeting, including in the meeting of 5-8-2007. Union's Witness No. 2, Raghoba Gaonkar, at Exhibit 38, also admit that he is signatory to the settlement dated 27-12-2004. He admit that, they were against transfer Policy of the Management. He also says that, he attended all meetings where transfer policy was discussed. He admits that, 3 months prior to formation of the Union, discussions were going on transfer policy. He admits that, Union was formed to challenge the transfer policy. Union's Witness No. 3 Suraj Naik, at Exhibit 39, also admits that, transfer was made as per Certified Standing Orders. He admits that, majority of the members of the Union are Multi Skilled Operators. He admits that, Management disclosed about its transfer Policy to A. Narrain Mine (Karnataka) with Multi Skilled Operators prior to formation of the Union. Evidence of Union's Witness No. 5 Jouquim D'Souza, at Exhibit 42 reveals that, he was against the transfer Policy of the Management. So evidence led by the Union and admitted by the witness of the Union reveals that, Union was formed just to defeat the transfer policy of the Management. It reveals that, these employees were not transferred since Union was formed. On the contrary, evidence referred above, reveals that, all those were against transfer policy and they were against transfer policy prior to formation of the Union. So according to me no importance is required to be given to the say of the Union that, these employees are transferred because they formed this Union.

26. Besides much capital is made of the role played by Sesa Goa Workers Union alleging that, it was pet Union of the Management and with the help of the said Union Management was harassing the employees. It is to be noted that, said Union was in existence for more than 10 years. One has to note that number of witness were the members of Sesa Goa Workers Union and who were signatories to the Settlements. It is to be noted that, said Settlements were never challenged at any point of time before any Authority. When number of Settlements took place and number of office bearers of the present Union were signatories to the said settlements and said settlements were there which were not challenged in my considered view, no importance is required to be given to the allegations of the Union's representative that, with the help of the previous Union i.e. Sesa Goa Workers Union, which was pet Union of the 1st party and which was working in hand with glove with the Management, Management was harassing these workers and so this Union is formed.

27. Now, let us see what is view what are views of various Courts on transfer policy of this type. Ld. Advocate for the Management relied on the citation of the Karnataka High Court given in Writ Petition No. 17390 of 2007 Published in 2009 (Kar) page 432 in the case of Karur Vysya Bank vs. Union of India and ors., where it is observed that, when there is Bipartite Settlement between the Union as well as Bank in the matter of transfer and if in terms of the same transfer is made it cannot be treated that dispute exists and reference does not require to make for adjudication. In the said judgment it is also observed that, transfer is condition of service and it is done in terms Bank rules as well as in terms of Bipartite Settlement, in view of the same there exists no dispute which require to be adjudicated by the Industrial Tribunal. Same view is taken by Apex Court in case of Gujarat Electricity Board and others vs. Atmaram Sugnomal Poshani published in 1989 (2) SCC page 602 reveals that transfer of employees is an incident of service and employee has no right to be posted at a particular place. He also placed reliance on the observations that, transfer cannot be evaded merely on the ground of pendency of representation or difficulties and for that he placed reliance on the copy of the citation published in 1989 (2) SCC page 602 in the case of Gujarat Electricity Board and others vs. Atmaram Sugnomal Poshani. He submits that, unless these employees have reported at new place of transfer how they are saying that, there are no same service conditions from where they are transferred ? According to Management unless and until they report at transferred place how they learnt that there will be change in service conditions and for that management placed reliance on citation published in 2001 (88) FLR page 536 where Apex Court while deciding the case of Management, Additions Paints & Chem. Vs. Workmen, A.P. & Chem. Ltd. observed that, dispute ought to have been raised and agitated even after joining the place of transfer.

28. Against that, Union's representative referred number of judgments to show that transfer dispute can be adjudicated and the transfer order can be challenged. He placed reliance on the citation published in 2003 (1) LLJ page 709 of our Hon'ble Bombay High Court while deciding the case of Press Trust of India Ltd. and anr. Vs. Press Trust of India Employees Union and ors. It is observed that, if the transfer is done with motive and colorable exercise of power the Court has power to interfere in it. However, nothing is shown by the Union as to how it is malafied and how it is effected in colorable exercise of power. As stated above power of transfer is given to the Management as per Certified Standing Orders as well as said was mentioned in the appointment orders of the employees. So said decision of transfer is not strange or taken retrospectively and to corner the workmen. Besides no malafied is shown. On the contrary formation of the Union relying on the admissions given by the Union's

witnesses reveals that, Union was formed with a view to defeat the transfer policy of the Management. In the said judgment transfer under challenge was declared illegal as it was proved mala fied but here nothing is shown by the Union about the mala fied of the management. Besides Union placed reliance on citation published in 2003 II LLJ page 512 in the case of Standard Chartered Bank Ltd., Mumbai vs. Grindlays Bank Employees Union, Mumbai and anr. In the said judgments it is observed that, though employer has right to transfer but such transfer should not be done to victimize the employees. Here no case of victimization is shown by the Union as shown in that case. So the facts of that case and the facts of this case are quite different which does not permit us to extract the ratio of that case to help the employee involved in the reference. Citation referred by the Union's representative published in 2003 (I) LLJ page 709 in the case of Press Trust of India Ltd. and anr. vs. Press Trust of India Employees Unions and ors. which is on different footings and does not permit to utilize ratio of that case in this case. The judgment referred by the Union's representative published in 2001 LLR page 221 in the case of First Flight Couriers Ltd. vs. Karnataka courier & Cargo General Employees Union CITU office and anr. where Karnataka High Court observed that, when transfer order is tainted Industrial Tribunal has jurisdiction. However, in this case it is not shown by the Union that it is tainted one, no specific charges are levelled except reason of formation of the Union. However, evidence discussed above and as observed from the evidence as observed above it reveals that, Union itself was formed to defeat the transfer policy of the Management and said transfers are not made after the formation of the Union. Citation referred by the representative of the 2nd Party Union published in 1958 (I) LLJ page 377 in the case of Anthony (K.T.) vs. Good Year Tyre and Rubber Company of India Ltd. (1963 page 282). In that case transfers were made to victimize the workmen or the members of the Union since there was standing enmity between the Management and the Union. However, in the present case it is not shown by any example except the transfer under challenge that there was standing enmity. On the contrary evidence brought on record reveals that, most of the members were of the present Union were members of the Sesa Goa Workers Union and were signatories to the various Settlements which took place between the Management and the previous Union and said Settlements were not challenged anywhere. Citation referred by Union published in 1950-83 SCLJ 14, page 275 (in Civil Appeal No. 793 of 1996) in the case of Kundan Sugar Mills vs. Ziauddin and ors. Where it is observed that, though employer has right to transfer the employee it cannot transfer to third party. In this case transfer of the employee is not transfer to the third person as happened in the case of Manager, M/s. Pyarchandeksarimal Porwal Bidi Factory vs. Onkar Laxman Thenge. Regarding citation published in 1950 - 1983 SCLJ page 243, it will not be out of place to refer the

contentions of the Union's representative that, Karnataka Mine where these employees were transferred is not of the 1st party. However, number of documents produced by 1st party's Advocate, more precisely documents produced at exhibit 18 pages 55 to 72 reveals that, said Mine was taken over by the 1st party Management. There is correspondence in the nature of letters of transfer/correspondence/certificates and letters from the Director, Department of Mines and Zoology, Bangalore and Hon'ble High Court's order which has adjudicated the act of taking over by the 1st party which reveals that, 1st party is owner of A. Narrain Mines Ltd., Chitradurga, Karnataka as their part and as per certified standing orders employer has right to transfer to employees on the ground of exigencies of work available at that place. Moreover it is to be noted that these employees did not report there and pointed out deficiencies in the service conditions alleging change in service conditions and those are not there from where they were transferred are not available at that place. Unless and until they report at that place and unless and until they join at the said transferred place they cannot say that there was change in service conditions. In this situation in my considered view the allegations of change of service conditions where they are transferred cannot be considered at this stage to direct 1st Party not to transfer the concerned employee.

29. Besides it is case of the Union that, it informed its formation and as per the list of their members of it. It is also case of the Union that, it informed the list of the protected employees. This is disputed by the Management saying that, no such communication is there and no proof is there to conclude that, Union informed its formation by sending list of the employees and inform the names of the office bearers of it as protected employees. In that light if we peruse the documents produced by Union with list at Exhibit 29, pages 1 to 29, we find those of the even dated 9-6-2007 by which signatories of those letters inform General Secretary of the Union that, they joined his Union. That letter at page 31 dated 10-11-2007 is of some employees informing General Secretary of that Union that, they join his Union. But said letters are not addressed to Management nor copy of those is marked to Management. No any evidence is on record to show that, workers informed to the Management that, they joined this Union. There is one copy of alleged letter dated 6-8-2007 by which General Secretary of the Union informed to Management about formation of the Union and States that, list of its members will be submitted in due course. But there is no evidence on that point to show that list was forwarded to the Management at any time. However, on the very date i.e. 6-8-2009 General Secretary of Union informed the names of the office bearers as protected employees. But there is scoring in the date of said letters and page 34 of Exhibit 29 reveals by transfer orders dated 7-8-2007 Transfer Orders were issued. That means prior to issuance of transfer order dated 7-8-2007 no communication

is made by the Union by which it send list of the employees nor send list of protected employees. So I observe that it is legal one. So if we consider the case made out by both I am of the considered view that the transfers under challenge are legal and does not require any interference. So I answer this Issue in the affirmative.

Issue Nos. 2, 3 and 6 :

30. It is grievance of the Union that, 1st Party by joining hands with Sesa Goa Workers Union, prior to formation of this Union, was not taking care of the welfare of the workers. Said Union was joining hands with the Management and allowing the Management to utilize the services of the labourers/workers as per their own ideas and whims. Said Union did not consider that, workers were neither getting benefit of paid holidays nor reimbursed for doing work on the paid holidays. It is allegation of the 2nd Party, the present Union, that though work was got done from the workers on the paid holidays but of which remuneration was not paid. It is case of the Union that, the workers who attended that work on paid holidays are entitled for reimbursement, but because the Management who is hand in gloves with the Sesa Goa Workers Union, is not taking any interest. It is case of this Union that, it did not pursue this point with the Management since said Union was pet Union of the Management and was joining hands with the Management and allowing Management to utilize the services of the workers without offering any payment for the said work. Defence taken by the 1st Party is that, there was concept of 'continuous work'. It is case of this Union that, Settlement arrived to that effect at between Sesa Goa Workers Union and the Management. It is case of this Management that, concept of 'continuous work' was accepted through Deed of Settlements to follow the concept of 'continuous work' Management has to continue the work and for that workers were paid. It is denied by the Management that, work was got done from the workers on the paid holidays without making payment. It is denied that, workers were entitled for the reimbursement for the work done by them on paid holidays.

31. In that context if we peruse the admitted documents, more precisely the copies of the Settlements produced with Exhibit 49 at pages 110 to 186, where we find in number of these Settlements, concept of 'continuous work' was accepted and it is introduced in the Settlement, took place between Sesa Goa Workers Union and Management. Accordingly Sesa Goa Workers Union agreed and consented to work on holidays and also agreed that, the concept of 'continuous work' will be followed to avoid interruption in the work. It was also agreed that, the existing paid holidays will be continued and minimum number of holidays will be raised from ten to twelve from the year 1993. It was further agreed that, due to declared holidays falling on Sundays and declaring any new holidays on this account will be done in consultation with the Union before beginning of the year. It was also agreed that, with

a view of avoid interruption in the work consequent inconvenience, in case of holidays falling on Friday/ Tuesday, proposal of compensatory working on a weekly day of rest i.e. Sunday and availing of compensatory holiday in lieu of Saturday/Monday will be mutually discussed and finalized in consultation with the Union at the beginning of each year. It was also agreed that, in this case, compensatory holiday will be treated as for the purpose of overtime and off. It was also agreed that, in the interest of safety of Plant/machinery and the persons employed as well as in the interest of well being of general public residing nearby, the continuous process plants like Pig Iron Plant, Coke Oven Plant and environment protective measures like de-watering of mine pits, pump operations at tailing pond, electricity and water supply will shall not be stopped by the workmen fully or partially under any circumstances. It was also agreed that, for the same reason mine pits, pump operations at tailing pond, electricity and water supply shall be simultaneously treated.

32. Here we have to consider that it is the mine work where 1st Party was doing its business. It is to be noted that, the workers are engaged on such a mine work which is done on surface as well as underground. It is to be noted that, workers are engaged on such mine work. It is to be noted that, the said work is of extracting Iron Ore from the Mine. It is to be noted that, for extracting Iron Ore workers have to work under the ground as well as on the surface. It is to be noted that, Goa is a place where rains fall heavily. It is to be noted that, it is coastal area. When work of extracting Iron ore is to be continued then to continue that work, in the work like Coke Iron Plant, dewatering the mine pits, pump operation at Tailing Pond, electricity and water supply are required to be operated continuously. Otherwise if said work is not kept in continuous process it will not be possible for the Management to engage workers on the said Work who can attend the work or attend the work or do their duties shift wise. Since this type of peculiar work is required to be done continuously, concept of continuous process of work if not followed, it will not be possible for the Management to engage workers on the work and get work done from them. So if concept of continuous work require to follow as required and as referred above, there cannot be was question of giving holiday or the question of giving paid holidays to the workers since it is secondary one in the light of the business of the Mine work and with the task of the business of the Management. It is to be noted that, in all Settlements, which are produced, which took place between the Management and the Sesa Goa Workers Union, that Union agreed to follow the concept of 'continuous work' and the continuous process. In that light giving paid holidays to the workers and if some workers did not get that benefit of paid holidays, they will be paid over time for said holidays as claimed by the Union. It is to be noted that, there was settlement and the Management agreed to compensate

the attendance of the workers who attended the work on paid holidays. Even Witness of this Union says that, they were paid over time. When they are paid over time and when they are compensated on account of paid holidays, and if they have done work, according to me, no importance is required to be given to the case of the Union that, Management be directed to compensate the workers who remain present on the paid holidays and declare that not paying them though they attended work on paid holidays in harassment of the workers.

33. Much capital was made by this Union saying that, Sesa Workers Union was pet Union of the Management and it was joining hands with the Management and was encouraging the Management to harass the workers. However, in that light if we peruse one letter produced by the representative of the Union which referred in the written submissions. In fact Union put this type of written submissions though it argued the matter orally at length despite the warning that written arguments will not be permitted when argued sufficiently orally and though Advocate of the 1st Party argued the matter orally still Union Representative filed his written arguments at Exhibit 56 with a document which is letter written by S.R. Kulkarni who was Executive Counselor of the Sesa Goa Workers Union. Said letter is dated 24-12-2007 addressed to Gaonkar, the representative of this Union, referring to letter written by Gaonkar to S.R. Kulkarni by which Gaonkar informed S.R. Kulkarni That, Gaonkar's Union is now formed in the establishment of Codli Mines. Even Gaonkar alleged that, members of the Sesa Goa Workers Union have now become the members of his Union. In the said letter S.R. Kulkarni did not admit that Gaonkar's Union is the majority Union though he states that Gaonkar had status to represent the Union but denies that his Union is a majority Union in the establishment of Codli Mine. He referred to the murderous incident in which 12 workers were terminated by the Management who were the members of the Sesa Goa Workers Union. The allegations were against these workers were that, the said workers tried to attack on the General Manager of the 1st Party and Mr. Kulkarni described it as a murderous attack on the General Manager. So from this reference in the letter referred above about the action taken by the Management in terminating 12 workers who were members of the Sesa Goa Workers Union itself and who allegedly made murderous attack on the General Manager on which said 12 workers were terminated. Question arise how said Union i.e. Sesa Goa Workers Union was the pet Union of the 1st Party as alleged by the 2nd Party Union? This referred event in the letter reveals that, they did not only stop making allegations but they committed an act of doing murderous attack on their General Manager on which they were terminated. This admitted position in my considered view dilate the grievance of the 2nd party Union's representative that, Sesa Goa Workers Union was the pet

Union of the Management who was joining hands with the Management and was permitting the Management to utilize the services of the workers as per their own desire and whims.

34. Moreover number of Settlements produced with list Exhibit 49 pages 119 to 184 referred above reveals that, one of these took place dated 9-10-2001 in the presence of the Chief Minister of Goa. It is to be noted that, in the said Settlement Chief Minister has to intervene and who was the signatory to the Settlement and the said settlement was arrived at with his intervention only. The said Settlement is dated 9-10-2001 where in the presence of the Chief Minister on 9-10-2001 who called both and intervened in the dispute and compelled the parties to arrived at the settlement. So this role played by the Chief Minister of Goa in arriving at the Settlement shows that, the Sesa Goa Workers Union was not the pet Union of the 1st Party Management as alleged by the representative of the present Union. Besides this, there are various Settlements regarding the revised pay scales and grades etc. which were effected from time to time by signing new Settlements which considered various grades, categories and various Settlement issues like HRA, issue like variable dearness allowances, issue like seniority allowance, issue like 3rd shift allowances, periodical increments, House Rent Allowance, washing allowance, conveyance allowance, Outstation Daily allowance, Family Medical allowances, Special Compensatory allowance, etc. etc. were considered and decided as per the Settlements which took place on those issues and there was conclusion between the parties and it was implemented. It is to be noted that all these Settlements are not challenged anywhere. In those Settlements basic pay, pay scales and various allowances, paid holidays, leave allowances, special compensatory allowances, leave travel allowances and various types of advances, productivity benefits and what not were considered and were discussed and settled. When all this was going on for years together in the establishment of the 1st Party before the formation of the new Union and benefits of those were given to the workers for which they attended on paid holidays. Question arises what is problem of this Union? This does not require to interfere only on the allegations of the Union that, its members were not given benefit of paid holidays. 2nd Party Union has not produced any evidence to show that, which workers were not paid for which paid holidays and on which days which workers worked on paid holidays and for which holidays those workers are entitled for the same. No specific case is made out by the 2nd Party Union. No specific grievance is made out by the Union for those particular workmen who worked on paid holidays but were not paid for paid holidays. It is not case of the Management that, these workers are entitled for the payment for the work done by them on of paid holidays. And if then they were not paid of paid holiday can come under Section 33 of the

Industrial Disputes Act, 1947 and can claim whatever they want.

35. Number of citations are referred by the Management's Advocate. Among them is citation published in 1977 Lab. I.C. page 162 while deciding the case of Herberstons Ltd. vs. Their Workmen Apex Court observed that, it is not possible to scan the Settlement in partial and hold some part good and acceptable others bad. It is observed that, unless it can be demonstrated that objectionable portion is such that, it completely out weighs all other advantages gained by the Court will be slow to hold a Settlement as unfair and unjust. It was also observed that, the Settlement has to be accepted or rejected as a whole. It is observed that, Settlement therefore cannot be judged on the touch stone of the principles which are laid down by the Court for adjudication. He also referred to citation published in 1957 (II) LLJ page 542 in the case Muzaffarpore Electric Supply Workers Union vs. Muzaffarpore Electric Supply Co. Ltd. where Labour Tribunal observed that, forum of Provident Fund is a statutory machinery of the administrative and adjudication of the Provident Fund as a Trust and it cannot be considered to be in any way connected with, even remotely, with employment, non-employment, with the conditions of service of workers, with the benefits in an event or mode of benefit viz. rate of contribution, benefits available to the workmen, periodical advantage and the mode of payment with the payments made where such calculations are arrived are found different are covered by definition of Industrial Disputes Act. He also referred to the decision of Apex Court in the case of National Engineering Industries Ltd. vs. State of Rajasthan and Ors. published in 2000(1) SCC page 371 where Apex Court observed that if the minority Union having few members go on raising dispute and the State Government go on making reference again and again very purpose of Settlement is defeated. Once there is representative Union, in that case it is difficult to show the role of workmen. Hence it is observed that, if there are 2 Unions registered under the Trade Unions Act all are not entitled to be registered as Representative Union and dispute raised by them would be far cry. On that point Union's representative also referred to number of citations where rights and privileges of workers were discussed in the light of the Settlements which took place between the Management and the Union. He also referred to the citation published in 1956 I LLJ page 673 in the case of Bisra Stone Lime Company Ltd. vs. Gangapur Labour Union and Anr. However, citations referred by Union representative are on different footings and on different facts as such those cannot be relied upon in this case to give benefits to the workers involved in the reference. As referred above number of things were referred by the said Settlement where one time, Chief Minister of Goa was signatory to the Settlement where workers agreed to work as per the terms of Settlement arrived at between the parties. When terms

were settled between the parties by various Settlements and when these Settlements were not disputed or challenged at any point of time, then there is no point in considering the grievances of the 2nd Party Union that, the workers are harassed and benefit of pay or payment is not made of the work of paid holidays when workmen attended it and they are entitled for the payment for the work attended by them on the paid holidays. In fact demand of reimbursement of payment of paid holidays attended by the workers can be get adjudicated by the Union before proper forum or before Wage Board or before the Industrial Tribunal under Section 33(C) of the Industrial Disputes Act, 1947. In the aforesaid premises in my considered view such type of reliefs cannot be raised by the Union and on that Union is not entitled to claim any relief, benefits. So I answer these issues to that effect.

Issue No. 4 :

36. In this Reference Union's grievance is that, since it is a recognized Union no weightage or equal status is given to the said Union by the Management. So it is prayed that, management be directed to recognize it and give equal status to the said Union. However, as stated above point of recognition of Union cannot be raised before this Tribunal. Even citation referred by 1st party's Advocate, more precisely judgment of State Industrial Tribunal, Goa, who refer the decision of Bombay High Court given in Bajaj Auto Ltd. where Bombay High Court observed that, issue of unfair labour practice cannot be raised before Tribunal sitting under Section 10 of the Industrial Disputes Act, 1947 and the Tribunal does not have power decide the point. Besides Advocate for the 1st party referred to one more citation of State Industrial Tribunal, Goa, on which no comment was made by the Representative of the Union where said State Industrial Tribunal, Goa observed that, point of recognition as a majority Union as a sole bargaining Union, cannot be considered in the subject matter of the reference by the Tribunal under Section 10 of the Industrial Disputes Act, 1947. State Industrial Tribunal, Goa also referred to Madras High Court judgment reported in 1994 Lab. IC NOC given in Tamil Nadu Engineering Employees Union vs. The Management of T.I. Cyclast India Ltd. where it was observed that, dispute between 2 Unions regarding Membership of the Union cannot become subject matter of the dispute. Even Madras High Court observed that, there is no provision in law that permit more than one Union or Association of the Employees in a particular industry. It is also observed that, there is nothing to prohibit section of the establishment having membership for which continuation to the establishment and office even if the said employee are employed in the same kind of work, there may be 2 different Unions which has separate membership. It is also observed that it may be safe in Industrial Establishments that the employees involved are not members of the Union at all in this country as yet there is no organized system of the work to collective

members in respect of each industrial establishment or section. Even witness of the Union admits that, all the workers of Codli Mine are not the members of the 2nd Party Union but workers of other Mines are also its members. Union Witness admit that, others are also members of this Union. That means as claimed by the representative of this 2nd Party Union, it is his only Union who claims the representative status of this Union is not there in the establishment of only in the establishment of the 1st Party at Codli Mines.

37. On the number of occasions 2nd Party submitted that, they did even informed formation for the Union and that they made known to the management that majority of the workers have become members of it. However, when query was made with the representative of the 2nd Party Union he was unable to point out by which communication 2nd Party informed the Management that such and such employees are the Members of the 2nd Party Union. On the contrary Advocate for the 1st Party pointed out that there is only one letter written by the Representative of the 2nd Party Union that too dated 6-8-2007 informing that there is a new Union and list of members will be submitted in due course. It is not brought on record when list of members was communicated to the 1st Party who became members of the 2nd Party Union. On the contrary letter produced by the Union at Exhibit 29 from Sr. Nos. 1 to 31 reveals that its members addressed letter to the General Secretary of United Mine Workers Union saying that, they have become Members of his Union. That means said letters were written to the General Secretary of the Union and not to the Management to show that, they have left Sesa Goa Workers Union and joined this United Mine Workers Union which is representing in the Reference. Besides this point can be decided by the Competent Authority as it is not within the jurisdiction of this Court which is sitting under Section 10 of the Industrial Disputes Act, 1947. So I conclude that, this Tribunal cannot interference in deciding the point which is the recognized Union and cannot direct 1st Party Management to decide that point in favour of the 2nd Party Union.

38. So in view of the discussions made hereinabove I observe that, Management has taken right decision in not declaring 2nd Party Union as a recognized Union. So I answer this Issue to that effect.

Issue No. 5 :

39. 2nd Party Union allege that, 1st Party has committed unfair labour practice. At the cost of repetition, I am referring stand taken by the 2nd Party Union that, Sesa Goa Workers Union was joining hands with the Management of the 1st Party. It was not taking interest nor taking any interest in the employees. Even it is alleged that it encouraged the Management to exercise its power and gave power to the 1st Party to handle the workers as per

their own ideas and plan. Management did not bother about the workers. It is alleged that, said Union did not bother in what way the workers would be benefited and no proper wages were paid no overtime was paid. It is case of this Union that, they were asking for payments of declared holidays. It is their case that, no payment was paid to the workers for their working on the paid holidays. It is grievance of the Union that, they did not bother regarding demands made by the workers which were just and proper and deprived the workers of their legitimate claim. Whereas case of the 1st Party is that, number of Settlements took place. Sesa Goa Workers Union was taking keen interest in the welfare of the workers by various Settlements. Under said settlements benefits were given to the workers and most of the benefits were given to the workers. Sesa Goa Workers union was looking to the welfare of the workers and were provided with number benefits as per the said Settlements as per demand of the workers. It is evident that various benefits were given to the workers as the Settlements and in one case Chief Minister of Goa called Sesa Goa Workers Union and the 1st Party and both of them signed Settlement and as per that Settlement which took place, benefits are given by the Management.

40. As per as grievance of the 2nd Party is concerned that, Sesa Goa Workers Union was joining hands with the 1st Party and allowing Management to act as per their own ideas and whims. As referred above case made out by the 2nd Party, by filing Written arguments at Exhibit 56 referred to a letter signed by S.R. Kulkarni addressed to Gaonkar, referred to number of incidents and the action taken by the Management against alleged employees who assaulted General Manager by doing murderous attack. In fact it was a serious charge leveled against the concerned workmen. It itself reveals that, Sesa Goa Workers Union is a majority Union who entered into number of Settlements and one of them was with the intervention of the Chief Minister and copy of which is produced by the Advocate for the Management at Exhibit 49 which reveals that, number of decisions were taken by the Management with the help of Sesa Goa Workers Union to help the workers and safeguard the interest of the workers and in the welfare of the workers. All these Settlements reveal that, Management has taken care of the workers with the help of the Sesa Goa Workers Union. The grievance of the 2nd Party Union is that, Sesa Goa Workers Union is not working in the interest of the workers. However, no specific case is made out by the 2nd Party Union to show that, the allegation is proved by the 2nd Party to conclude that 1st Party with the help of the Sesa Goa Workers Union harassing the workers and doing unfair labour practice. No specific instances are given to conclude that 1st Party has done unfair labour practice. Besides as referred above issue of unfairness labour practice cannot be the subject matter before the Tribunal under Section 10 of the Industrial Disputes Act, 1947. Besides our Hon'ble High Court observed that, this

Tribunal has no jurisdiction to decide point of unfair labour practice. 1st Party referred to a decision of State Industrial Tribunal, Goa on which no comment was made by 2nd Party saying that decision given by Industrial Tribunal is decided otherwise.

41. In view of the above discussions I conclude that, the grievance of the 2nd Party for recognition cannot be entertained by this Tribunal under Industrial Disputes Act, 1947. So I answer this issue to that effect.

42. In view of the discussions made hereinabove I am of the considered view that, the Reference deserves to be rejected. Hence, I passes the following order :

ORDER

Reference is rejected with no order as to its costs.

Mumbai, A.A. LAD, Presiding Officer
31st March, 2010.

नई दिल्ली, 17 मई, 2010

का. आ. 1507.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीमेन्ट कॉरपोरेशन ऑफ इन्डिया लि. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 22/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2010 को प्राप्त हुआ था।

[सं. एल-29011/22/2003-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th May, 2010

S.O. 1507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2004) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Cement Corporation of India Ltd. and their workman, which was received by the Central Government on 17-5-2010.

[No. L-29011/22/2003-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. I, KARKARDOOMA COURT COMPLEX, DELHI

I.D. No. 22/2004

The General Secretary,
CCI/DGU Karamchhari Sangharsh Union,
A/57, Gali No. 1, Muthapur Ext.,
Badarpur, New Delhi-110 044. ... Workman

Versus

The General Manager,
Cement Corporation of India Ltd.,
Delhi Grinding Unit,
Okhla Industrial Area, Phase I,
New Delhi-110 020. ... Management

AWARD

Cement Corporation of India (hereinafter referred to as the Corporation) was incorporated for production and marketing of cement. Cent per cent share holding of the Corporation vests with the Central Government. The Corporation was having ten units, that is, at Bokajan, Rajban, Tandoor, Mandhar, Kurkunta, Charkhi Dadri, Adilabad, Akaltara, Nayagaon and Delhi Grinding Unit. The Corporation was declared as sick company by the Board of Industrial and Financial Re-construction (hereinafter referred to as the Board) vide order dated 8th of August, 96, since there was a liability of about Rs. 1800 crores on it. Draft Rehabilitation Scheme was formulated by the Board, which was subsequently upheld by the Appellate Authority for Industrial and Financial Reconstruction. Under the scheme seven units viz. at Mandhar, Kurkunta, Charkhi Dadri, Adilabad, Akaltara, Nayagaon and Delhi Grinding Unit were earmarked as unviable, being non-operational since long, after having been in huge losses. It was decided to close these units.

2. Claimants, namely, S/Shri Sapan Singh, Vinod Singh, Karamvir Singh, H. K. Singh, Radhey Shyam, Bihari Singh, Shankar Rai, Shyam Raj, Bhola Prasad, Ramesh Tiwari, Vinay Kumar Jha, Sunil Kumar, Gajender Prasad, Saroj Kumar, Basant Kumar and Ms. Anima were engaged at Delhi Grinding Unit of the Corporation as ad-hoc employees, in case of exigencies. They worked at Delhi Grinding Unit of the Corporation for certain period. In year 2003, claimants filed writ petition No. 5473 of 2003 before High Court of Delhi seeking regularization of their services with the Corporation. Writ petition came to be dismissed, with liberty to the claimants to approach the appropriate Government for seeking a reference of their dispute to the industrial adjudicator. In the meantime Government of India took a decision for closure of aforesaid seven non operating units of the Corporation. The Board, vide its order dated 28-1-2004, accorded permission to the Corporation to approach Ministry of Labour for approval for closure of the aforesaid seven units. The aforesaid units were closed by the Corporation, after seeking permission from the appropriate Government, vide its order dated 14-7-2008. Closure compensation was paid to the claimants as contemplated by the provisions of section 25-FFF of the Industrial Disputes Act, 1947 (in short the Act).

3. Before the closure order was passed, the claimants approached the Conciliation Officer through Cement Corporation of India Karamchhari Sangharsh Union and filed a claim statement, claiming their regularization in the services of the Corporation. Conciliation proceedings

resulted into a failure. Conciliation Officer submits his failure report before the appropriate Government. On consideration of the said failure report, the Government took a decision and referred the dispute to this Tribunal for adjudication, vide its order No. L-29011/22/2003-IR(Misc.), New Delhi dated 31st of March, 2004, with the following terms :

“Whether the demand of the CCI/DGU Karamchari Sangharsh Union in relation to regularisation of the services of S/Shri Vinod Singh, Karamvir Singh, H. K. Singh, Radhey Shyam, Bihari Singh, Shankar Ram, Shyam Raj, Bhola, Ramesh Tiwari, Vinay Kumar Jha, Sadan Singh, Sunil Kumar, Gajender Prasad, Saroj Kumar, Basant Kumar and Ms. Anima, working as Clerks and Malis in the Cement Corporation of India, Delhi Cement, Okhla Industrial Area, New Delhi, is just, fair and legal ? If yes, to what relief the workmen concerned are entitled and from which date ?”

4. Claim statement was filed by the claimants pleadings that they joined services of the Corporation on various dates starting from 24-1-91 to 3-5-96 and since the respective dates of their joining the services, they are discharging duties as clerks, mazdoor, and malis etc. on ad-hoc basis. They have rendered services to the Corporation from last 5-6 years. Job performed by them are of perennial in nature and permanent. The Corporation have over looked their rich and vast experience and recruited many juniors as regular employees, which act is unjust and amounts to unfair labour practice. The Apex Court in *Piara Singh* [1992 (4) S.C.C. 118] have ruled that “when a temporary and ad-hoc appointment is continued for long, the Court presumes there is need and warrant for regular posts and, accordingly directs regularization.” Regularization of their services is governed by sacrosanct principles laid in the Constitution of India under the provisions of Articles 38, 39, 40, 41, 42 and 43. Principles of labour laws are based on rule of equity, fair play and natural justice. Keeping them as ad-hoc employees for long is against canons of law laid in the Act. They present that a right for regularization of their services has accrued to them. A claim has been made that the management be commanded to regularize their services with retrospective effect and necessary action may be initiated against the management for acts of unfair labour practice.

5. The management demurred the claim pleading that the Corporation has been declared a sick company by the Board vide its order dated 8-8-96. Consequently proceedings are liable to be stayed in view of the provisions of Section 22 of Sick Industrial Companies (Special Provisions) Act., 1985 (hereinafter referred to as the Sick Companies Act). Draft Rehabilitation Scheme was framed by the Operating Agency and forwarded to the Board for consideration and approval. No rehabilitation Scheme was approved by the Board. As per the directions of the Board Operating Agency issued an advertisement in September,

2001, inviting tenders for expression of interests for outright sale of the Corporation. In its meeting dated 18-4-2002, Union Cabinet had accorded, in principle approval for closure of seven non-operating units of the Corporation. Vide its order dated 28-1-2004 the Board accorded permission to the Corporation for approaching the Ministry of Labour, seeking approval for closure of the seven units, including Delhi Grinding Unit. Delhi Grinding Unit was not doing any production since February, 1999. The claimants were engaged in Delhi Grinding Unit on ad-hoc basis, in case of exigencies. However, after suspension of operation there is hardly any work for them. While engaging them, requisite norms were not followed, at the instance of outside agencies. Claimants do not possess requisite qualifications for appointment to the posts on which they were engaged. As and when appointments were made against vacant posts, recruitment rules were followed. Claimants cannot compare themselves with regular employees. Claimants, through their union, moved a memorandum on 6th of September, 2003 seeking severance of their relationship with the management, by getting compensation at par with V.R.S. in vogue. They mentioned in the said memorandum that they were not interested in working with the management. In view of these facts their claim of regularization is uncalled for.

6. The management projects that Vinod Kumar, Karamvir Singh and H. K. Singh were posted at Dehradun at its Zonal Office, hence this Tribunal has no territorial jurisdiction to adjudicate the claim. It has been projected that Shri Vinay Kumar Jha and Saroj Kumar were engaged in July–December, 1998, hence their claim that they were working with the management since 1996 is unfounded. Claimants have made contradictory statements, one for regularization of their services and the other for compensation equivalent to regular employees, seeking voluntary retirement under V.R.S. No right has accrued in their favour to seek regularization. It has been claimed that the proceedings be stayed till consent of the Board is obtained. It has also been projected that the claim statement is liable to be dismissed.

7. On pleadings, following issues were settled by my Id. Predecessor :

- (1) Whether the present proceedings are liable to be stayed in view of Section 22 of the Sick Industrial Companies (Special Provisions) Act, 1985 and the respondent has been declared a sick company as mentioned in para 1 of the preliminary objection of the written statement ?
- (2) Whether there exists an industrial dispute in terms of Section 2 (k) of the I D. Act between the parties ?

- (3) Whether this Tribunal has no jurisdiction to adjudicate the dispute ?
- (4) As per reference ?
- (5) Relief.

8. During the course of adjudication, Shri Praneet Ranjan, authorised representative of the management, made a statement that Delhi Grinding Unit has been closed, after seeking permission from the appropriate Government, vide order dated 14-7-2008. Closure compensation, as contemplated by Section 25-FFF of the Act was paid to the claimants. Facts presented by Shri Ranjan were not disputed on behalf of the claimants. It was agitated that Vinod Singh, Karamvir Singh and Harinder Kumar Singh, stooge of the management, were transferred to Rajban unit. Since facts were not in dispute, it was not thought expedient to call the parties to adduce their respective evidence before this Tribunal.

9. Arguments were heard at the bar. Shri Manoj Kumar Singh, authorised representative, advanced arguments on behalf of the claimants. Shri Praneet Ranjan authorised representative, raised his submissions on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

Issue No. 1.

10. Effect of sickness in industrial companies, such as, loss of production, employment, revenue and locking up of investible funds of banks and financial institutions are of serious concern to the Government and society at large. Alarming increase in incidence of sickness in industrial companies are noted these days. Law takes care of pre-sickness situation as well as post sickness situation. Under the Sick Companies Act procedure is provided to identify sick industrial company, establishment of the Board with power to enquire into and determine instances of sickness in an industrial company and device suitable remedial measures, other proposals and for proper implementation thereof. Section 22 of the Sick Companies Act provides for suspension of any proceedings for winding up of an industrial company or for execution, distress or the like against any of the properties of the industrial company or for appointment of a receiver in respect thereof. No suit for recovery of money or for enforcement of any security against the industrial company or of any guarantee in respect of any loans or advances granted to the industrial company shall lie or proceed further, except with the consent of the Board or the Appellate Authority, as the case may be. For sake of convenience it would be expedient to reproduce the provisions of the said section, which are extracted thus :

“22. Suspension of legal proceedings, contracts, etc.

-(1) Where in respect of an industrial company, an

inquiry under Section 16 is pending or any scheme referred to under Section 17 is under preparation or consideration or a sanctioned scheme is under implementation or where an appeal under Section 25 relating to an industrial company is pending, then, notwithstanding anything contained in the Companies Act, 1956, or any other law or the memorandum and articles of association of the industrial company or any other instrument having effect under the said Act or other law, no proceedings for the winding up of the industrial company or for execution, distress or the like against any of the properties of the industrial company or for the appointment of a receiver in respect thereof and no suit for the recovery of money or for the enforcement of any security against the industrial company or of any guarantee in respect of any loans or advance granted to the industrial company shall lie or be proceeded with further, except with the consent of the Board or, as the case may be, the Appellate Authority.

(2) Where the management of the sick industrial company is taken over or changed in pursuance of any scheme sanctioned under Section 18, notwithstanding anything contained in the Companies Act, 1956 or any other law or in the memorandum and articles of association of such company or any instrument having effect under the said Act or other law :

- (a) it shall not be lawful for the shareholders of such company or any other person to nominate or appoint any person to be a director of the company;
- (b) no resolution passed at any meeting of the shareholders of such company shall be given effect to unless approved by the Board.

(3) Where an inquiry under Section 16 is pending or any scheme referred to in Section 17 is under preparation or during the period of consideration of any scheme under Section 18 or where any such scheme is sanctioned thereunder, for due implementation of the scheme, the Board may by order declare with respect to the sick industrial company concerned that the operation of all or any of the contracts, assurances of property, agreements, settlements, awards, standing orders or other instruments in force, to which such sick industrial company is a party or which may be applicable to such sick industrial company immediately before the date of such order, shall remain suspended to that all or any of the rights, privileges, obligations and liabilities accruing or arising thereunder before the said date, shall remain suspended or shall be

enforceable with such adaptations and in such manner as may be specified by the Board :

Provided that such declaration shall not be made for a period exceeding two years which may be extended by one year at a time so, however, that the total period shall not exceed seven years in the aggregate.

(4) Any declaration made under sub-section (3) with respect to a sick industrial company shall have effect notwithstanding anything contained in the Companies Act, 1956 or any other law, the memorandum and articles of association of the company or any instrument having effect under the said Act or other law or any agreement or any decree or order of a Court, Tribunal, officer or other authority, or of any submission, settlement or standing order and accordingly :

(a) any remedy for the enforcement of any right, privilege, obligation and liability suspended or modified by such declaration, and all proceedings relating thereto pending before any Court, Tribunal, officer or other authority shall remain stayed or be continued subject to such declaration, and

(b) on the declaration ceasing to have effect :

(i) any right, privilege, obligation or liability so remaining suspended or modified, shall become revived and enforceable as if the declaration had never been made; and

(ii) any proceeding so remaining stayed shall be proceeded with subject to the provisions of any law which may then be in force, from the stage which had been reached when the proceedings became stayed.

(5) In computing the period of limitation for the enforcement of any right, privilege, obligation or liability, the period during which it or the remedy for the enforcement thereof remains suspended under this section shall be excluded."

11. Provisions of section 22 of the Sick Companies Act connote that in following circumstances applications for winding up either do not lie or cannot be proceeded with without the concurrence of the Board or the Appellate Authority as the case may be : (1) when enquiry under section 16 is pending, (2) when any claim referred to under section 17 is under preparation or consideration, (3) when sanctioned scheme is under implementation, and (4) when an appeal under section 25 is pending. What is prohibited under section 22 of the Sick Companies Act is any proceedings for winding up of an industrial company or

for execution, distress or the like action against any of the properties of that sick company. An application for appointment of a receiver shall also not lie. Any suit for recovery of money or for enforcement of any security against the industrial company or of any guarantee in respect of any loan or advance granted by the industrial company shall not lie or proceed further, except with the consent of the Board or the Appellate Authority, as the case may be. Operations of contracts, assurances of property, agreements, settlements, awards, standing orders or any other instrument, which creates any rights, privileges, obligations and liabilities on a sick company, shall remain suspended during an enquiry under section 16, or a scheme is under preparation or consideration or has been sanctioned for implementation. As indicated above, any proceedings for winding up, for execution, distress or like action against properties of an industrial company shall not lie or proceed further, except with the consent of the Board or the Appellate Authority as the case may be. Other situations, which are prohibited by section 22 of the Sick Companies Act are institution of a suit for recovery of money, appointment of a receiver or enforcement of any security, contractual or statutory obligations or of any guarantee in respect of any loan or advance granted by the industrial company. Such suit or proceedings shall not lie or proceed further, except with the consent of the Board or the Appellate Authority as the case may be.

12. By way of the present reference, the appropriate government seeks adjudication of the claim of regularization put forward by the claimants. when the said claim was agitated or put forward before the authorities for settlement or adjudication, the claimants were in the employment of the Corporation. Claim of regularization in service does not burden the Corporation in respect of its responsibilities, which are addressed to by the Sick Companies Act. Therefore, the claim put forward by the claimants does not fall in any of the categories referred above, in respect of which legal proceedings shall not lie, except with the consent of the Board or the Appellate Authority, as the case may be. The Tribunal's jurisdiction, to proceed with the adjudication of the reference, relating regularization of services of the claimant, has not been suspended by the provisions of section 22 of the Sick Companies Act. The Corporation is not prevented from making use of its own assets, which may affect its working or finances by the present terms of reference. Therefore, the provisions of section 22 of Sick Companies Act nowhere come in operation, to obliterate the present proceedings. In view of the foregoing discussions it is concluded that proceedings before this Tribunal shall not obviate or suspend when enquiries under section 16 of the Sick Companies Act or preparation of scheme under section 18 of the said act were pending/in operation. The issue is, therefore, answered in favour of the claimants and against the management.

Issue No. 2

13. Claimants have raised a dispute for regularisation of their services through C.C.I./D.G.U. Karamchari Sangharsh Union. The management presents that the said union is not a representative union of its employees, working in the establishment. It is not a matter of dispute that the claimants were ad-hoc employees, while regular employees were also there in Delhi Grinding Unit of the Corporation. Ad-hoc employees were represented by C.C.I./D.G.U. Karamchari Sangharsh Union. Whether the dispute raised by the said union had acquired the status of an industrial dispute, is a proposition which needs consideration. For an answer to that proposition it would be expedient to take note of the definition of "workman" and "industrial dispute" as enacted by the Act, which are extracted thus :

"(s) "Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person :

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

(k) "Industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person."

14. The definition of "industrial dispute" referred above, can be divided into four parts, viz (1) factum of dispute, (2) parties to the dispute, viz. (a) employers and employees, (b) employer and workmen, or (c) workmen and

workmen, (3) subject matter of the dispute, which should be connected with—(i) employment or non employment, or (ii) terms of employment, or (iii) condition of labour of any person, and (4) it should relate to an "industry".

15. The definition of "industrial dispute" is worded in very wide terms and unless they are narrowed by the meaning given to word "workman" it would seem to include all "employers", all "employments" and all "workmen", whatever the nature or scope of the employment may be. Therefore, except in the case where there can be a dispute between the employers and employees and workmen and workmen, one of the parties to an industrial dispute must be an employee or a class of employees. The first point, therefore, to be noted, perhaps self evident, is that the phrase "employer and workmen", the plural may include singular on either side or any permutation of singular or plural, the masculine including the feminine. In order, therefore, to determine as to whether a controversy or difference or a dispute is "an industrial dispute" or not, it must first be determined whether the workman concerned or workmen sponsoring his cause satisfy the conditions of clause (s) of section 2 of the Act. Here in the case, the management does not dispute that the claimants are workmen within the meaning of clause (o) of Section 2 of the Act.

16. The Apex Court put gloss on the definition of "industrial dispute" in *Dimakuchi tea Estate* [1958 (1) LLJ 500] and ruled that the expression "any person" in clause (k) of section 2 of the Act must be read subject to such limitation and qualification as arise from the context, the two crucial limitations are (1) the dispute must be a real dispute between the parties to the dispute (as indicated in the first two parts of the definition clause) so as to be capable of settlement or adjudication by one party to the dispute giving necessary relief to other, and (2) the person regarding whom the dispute is raised must be one for whose employment, non-employment, terms of employment or conditions of labour, as case may be, the parties dispute for a direct or substantial interest. Where workman raised a dispute as against their employment, the person regarding whose employment, non employer, terms of employment or conditions of labour, the dispute is raised need not be strictly speaking "workman" within the meaning of the Act, but must be one in whose employment, non employer, terms of employment, or conditions of labour the workmen as a class have a direct or substantial interest. The observations made by the Apex Court are to be extracted thus :

"We also agree with the expression "any person" is not co-extensive with any workman, particular or otherwise, equal with other, that the crucial test is one of community of interest and the person regarding whom the dispute is raised must be one in whose employment, non employment, terms of employment, conditions of labour (as the case may

be) the parties to the dispute have a direct or substantial interest. Whether such direct or substantial interest has been established in a particular case will depend on its facts and circumstances."

17. In *Kyas Construction Company (Pvt.) Ltd.* [1958 (2) LLJ 660] Apex Court ruled that an industrial dispute need not be a dispute between the employer and his workman and that the definition of the expression "industrial dispute" is wide enough to cater a dispute raised by the employer's workman with regard to non employment of others, who may not be employed as workman at the relevant time. The Apex Court in *Bombay Union of Journalist* [961 (II) LLJ 436] has observed that in each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference, the dispute was taken up as submitted by the union of the workmen of the employer against whom, the dispute is raised by an individual workman or by an appreciable number of workmen. In order, therefore, to convert an individual dispute into an industrial dispute, it has to be established that it has been taken up by the union of employees of the establishment or by an appreciable number of the employees of the establishment. As far as union of the workmen of establishment itself is concerned, the problem of espousal by them generally presents little difficulty, since such workmen who are members of such unions generally have a continuity of interest with an individual employee who is one of their fellow workman. But difficulty arise when the cause of a workman, in a particular establishment is sponsored by a union which is not of the workmen of that establishment but is one of which membership is open to workmen of their establishment as well as in that industry. In such a case a union which has only microscopic number of the workmen as its member, cannot sponsor any dispute arising between the workmen and the management. A representative character of the union has to be gathered from the strength of the actual number of co-workers sponsoring the dispute. The mere fact that a substantial number of workmen of the establishment in which the concerned workman was employee were also members of the union would not constitute sponsorship. It must be shown that they were connected together and arrived at an understanding by a resolution or by other means and collectively submitted the dispute.

18. The expression "industrial disputes" has been construed by the Apex Court to include individual disputes, because of the scheme of the Act. In *Raghu Nath Gopal Patvardhan* [1957 (1) LLJ 27] the Apex Court ruled as to what dispute can be called as an industrial dispute. It was laid thereon that (1) a dispute between the employer and a single workman cannot be an industrial dispute, (2) it cannot be per-se be an industrial dispute but may become, if it is taken up by a trade union or a number of workmen. In

Dharampal Prem Chand [1965 (1) LLJ 668] it was commanded by the Apex Court that a dispute raised by a single workman cannot become an industrial dispute unless it is supported either by his union or in the absence of a union by substantial number of workmen. Same law was laid in the case of *Indian Express Newspaper (Pvt.) Limited* [1970 (1) LLJ 132]. However, in *Western India Match Company* ([1970 (II) LLJ 256], the Apex Court referred the precedent in *Drona Kuchi Tea Estate's case* [1958 (1) LLJ 500] and ruled that a dispute relating to "any person becomes a dispute where the person in respect of whom it is raised is one in whose employment, non employment, terms of employment or conditions of labour, the parties, dispute for a direct or substantial interest".

19. What a substantial or considerable number of workmen would be in a given case, depend on particular facts of the case. The fact that an "industrial dispute", is supported by other workmen will have to be established either in the form of a resolution of the union of which workman may be member or of the workmen themselves who support the dispute or in any other manner. From the mere fact that a general union, at whose instance an "industrial dispute" concerning an individual workman is referred for adjudication, has on its roll a few of the workmen of the establishment as its members, it cannot be inferred that the individual dispute has been converted into an "industrial dispute". The Tribunal has therefore, to consider the question as to how many of the fellow workman actually espoused the cause of the concerned workman by participating in the particular resolution of the Union. In the absence of a such a determination by the Tribunal, it cannot be said that the individual dispute acquired the character of an industrial dispute and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. Nevertheless, in order to make a dispute an industrial dispute, it is not necessary that there should always be a resolution of substantial or appreciable number of workmen. What is necessary is that there should be some express or collective will of a substantial or an appreciable member of the workmen treating the cause of the individual workman as their own cause. Law to this effect was laid in *P. Somasundaraman* [1970 (1) LLJ 558].

20. It is not necessary that the sponsoring union is a registered trade union or a recognized trade union. Once it is shown that a body of substantial number of workmen either acting through a union or otherwise had sponsored the workmen's cause, it is sufficient to convert it into an industrial dispute. In *Pardeep Lamp Works* [1970 (1) LLJ 507] complaints relating to dispute of ten workmen were filed before the Conciliation Officer by the individual workmen themselves. But their case was subsequently taken up by a new union formed by a large number of co-workmen, if not a majority of them. Since this union was not registered or recognized, the workmen elected five representatives to prosecute the cases of ten dismissed

workmen. Thus cases of the dismissed workmen were espoused by the new union, yet unregistered and unrecognized. The Apex Court held that the fact that these disputes were not taken up by a registered or recognized union does not mean that they were not "industrial dispute"

21. It is not expedient that same union should remain incharge of that dispute till its adjudication. The dispute may be espoused by the workmen of an establishment, through a particular union for making such a dispute an "industrial dispute", while the workman may be represented before the Tribunal for the purpose of Section 36 of the Act by a member of executive or office bearer of altogether another union. The crux of the matter is that the dispute should be a dispute between the employer and his workmen. It is not necessary that the dispute must be espoused or conducted only by a registered trade union. Even if a trade union ceases to be registered trade union during the continuance of the adjudication proceedings that would not affect the maintainability of the order of reference. Law to this effect was laid by the High Court of Orissa in *Gammon India Limited* [1974 (II) LLJ 34]. For ascertaining as to whether an individual dispute has acquired character of an individual dispute, the test is whether on the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by the individual workman or by an appreciable number of the workman. In other words, the validity of the reference of an industrial dispute must be judged on the facts as they stood on the date of the reference and not necessarily on the date when the cause occurs. Reference can be made to a precedent in *Western India Match Co. Ltd.* [1970 (II) LLJ 256].

22. It is not case of the management that CCI/DGU Karamchari Sangharsh Union does not represent all ad-hoc employees working at Delhi Grinding Unit. Not even a whisper was raised by the management to say that the said union is not representative union of ad-hoc employees, working at Delhi Grinding Unit of the Corporation. Ad-hoc employees working at Delhi Grinding Unit form a different category, since their interests are distinct and different than those of regular employees. For agitating their grievance the said union raised a platform and tried to seek redressal of grievances of the claimants. In such a situation the union is found to be a representative union of ad-hoc employees working in Delhi Grinding Unit of the Corporation. Espousal of the claim by the union, in respect of regularization of ad-hoc employees, attains a character of collective dispute. It has the support of all ad-hoc employees and cannot be termed as an individual dispute. It answers all ingredients of an industrial dispute. Issue is, therefore, answered in favour of the claimants and against the management.

Issue No. 3

23. The Corporation projects that Vinod Singh, Karamvir Singh and H. K. Singh were posted at Dehradun

Zonal Office of the management. It was agitated that this Tribunal has no territorial jurisdiction to adjudicate their claim. This proposition of fact was disputed on behalf of the claimants in their replication. The scheme of the Act shows that it aims at settlement of all industrial disputes arising between capital and labour by peaceful methods and through the machinery of conciliation, arbitration and if necessary by compulsory adjudication. The object of the Act is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act, however, does not provide for any set of social and economic principles for adjustment of conflicting interests. Such norms have been evolved and devised by industrial adjudication, keeping in view the social and economic conditions, the needs of the workmen, the requirement of the industry, social justice, relative interests of the parties and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can be resolved by resorting to a technique known as collective bargaining. This tool is resorted to between an employer or group of employers and a bona fide labour union. Policy behind this is to protect workmen as a class against unfair labour practices. What imparts to the dispute of a workman the character of an "industrial dispute" is that it affects the right of the workman as a class. But by way of extension of definition of industrial dispute, by insertion of section 2A of the Act, the dispute of an individual workman connected with or arising out of his discharge, dismissal, retrenchment or otherwise termination of his service by his employer has been brought within the ambit of the Act.

24. For adjudication of industrial disputes the appropriate Government is empowered to constitute Labour Courts, Industrial Tribunals and National Tribunals. Sub-section (1) of section 7 of the Act empowers the appropriate Government to constitute one or more Labour Courts for adjudication of industrial disputes relating to any matter specified in the Second Schedule and for performing such other functions as may be assigned to them under this Act. Sub-section (1) of Section 7A of the Act empowers the appropriate Government to constitute one or more Industrial Tribunal for adjudication of industrial disputes relating to any matter, whether specified in the Second Schedule or the Third Schedule and for performing such other functions as may be assigned to them under this Act. In the same manner sub-section (1) of section 7B of the Act empowers the Central Government to constitute one or more National Industrial Tribunal for adjudication of industrial disputes which, in the opinion of the Central Government, involve questions of national importance or are of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such disputes. Therefore, the aforesaid

provisions make it clear that for constitution of Labour Courts, Industrial Tribunals and National Tribunals, the appropriate Government or the Central Government, as the case may be, has not to take into consideration the territory for which Labour Courts, Industrial Tribunals or National Tribunals are to be constituted. Labour Courts are constituted for adjudication of disputes relating to any matter specified in the Second Schedule appended to the Act and for performing such other functions as may be assigned to them under the Act. An Industrial Tribunal can adjudicate any dispute relating to any matter whether specified in the Second Schedule or Third Schedule appended to the Act and such other functions as may be assigned to them under the Act. National Tribunal can be constituted to adjudicate an industrial dispute involving questions of national importance or of such a nature in which industrial establishments situated in more than one State are likely to be interested in or affected by such disputes. Therefore, it is evident that territorial jurisdiction criteria for constitution of Labour Courts, Industrial Tribunals and National Tribunals have not been provided under the Act.

25. Clause (c) of Sub-section (1) of Section 10 of the Act empowers the appropriate Government to refer a dispute or any matter appearing to be connected with or relevant to the dispute as specified in the Second Schedule to a Labour Court for adjudication. In the same manner clause (d) of Sub-section (1) of Section 10 empowers the appropriate Government to refer a dispute or any matter appearing to be connected with or relating to the dispute, whether it relates to any matter specified under the Second Schedule or Third Schedule to an Industrial Tribunal for adjudication. Sub-section (1A) of Section 10 of the Act empowers the Central Government to refer any dispute which involves a question of national importance or in which industrial establishments situated in more than one State are likely to be interested or affected for adjudication to a National Tribunal. Therefore, the provisions of Section 10 of the Act, which empowers the appropriate Government or the Central Government, as the case may be, to refer a dispute to a Labour Court, Industrial Tribunal or National Tribunal, nowhere make a reference to territorial jurisdiction of such courts or Tribunals. Consequently it is evident that for adjudication of a dispute by this Tribunal, territorial constraints are not over it. The objection taken by the management does not bear any substance. Issue is, therefore, answered in favour of the claimants and against the management.

Issue No. 4

26. As detailed above claimants seek regularization of their services, pleading that they are working with the management from last 5-6 years on jobs which are of perennial in nature. On that issue the management presents that they were engaged as ad-hoc employees, in case of necessity. Their engagement was not in accordance with

the rules of recruitment. They were engaged at the instance of outside agencies, without any conformity with the recruitment rules. During the course of arguments no dispute was raised on behalf of the claimants to the propositions referred above.

27. A "seasonal workman" is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either for a work of temporary or casual nature or temporarily for work of a permanent nature, but a permanent workman is one who is engaged in a work of permanent nature only. The distinction between permanent workman engaged on a work of permanent nature and a temporary workman engaged on a work of permanent nature is, in fact, that a temporary workman is engaged to fill in a temporary need of extra hands of permanent jobs. Thus when a workman is engaged on a work of permanent nature which lasts throughout the year, it is expected that he would continue there permanently unless he is engaged to fill in a temporary need. In other words a workman is entitled to expect permanency of his service. Law to this effect was laid by the Apex Court in *Jaswant Sugar Mills [1961 (1) LLJ 649]*.

28. Some casual workmen employed in a Canteen, raised demand of permanency in service. The Tribunal directed that from particular date they should be treated as probationer and appointed in permanent vacancy without going into the question as to whether more than permanent workmen were necessary to be appointed in the canteen, over and above the existing permanent strength to justify the making of the casual workman as permanent, where they were working. Neither there was any permanent vacancy in existence nor the Tribunal directed for creation of new posts. When the matter reached the Apex Court, it was announced that the Tribunal was not justified in making these directions. The workman may be made permanent only against permanent vacancies and not otherwise, announced the Apex Court in *Hindustan Aeronautics Limited Vs. Their workmen [1975 (II) LLJ 336]*.

29. In *Uma Devi [2006 (4) SCC 1]* the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or ad-hoc capacity for a fairly long spell. The Court ruled thus :

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts ? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent

transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent, was not emphasized here—can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent.”

30. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* [2006 (2) SCC 482] with approval, wherein it was ruled thus :

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution.”

31. In *p. Chandra Shekhara Rao and Others* [2006 (7) SCC 488] the Apex Court referred *Uma Devi's Case* (Supra) with approval. It also relied the decision in *Uma Rani* (2004 (7) SCC 112) and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. In *Indian Drugs and Pharmaceuticals*

Ltd. [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment cannot be relaxed and court cannot direct regularisation of temporary employees dehors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

32. In *Uma Devi* (supra) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedent neither continuance nor regularisation of services of the claimants can be ordered, since it would amount to a back door entry.

33. However the Apex Court was considerate in the matter of temporary employees, who are working continuously since long. For the sake of convenience it would be expedient to reproduce the missives of the Apex Court, in *Uma Devi* (supra), which are extracted thus :

“One aspect need to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in *S. V. Narayanappa, R. N. Nanjundappa and B. N. Nagarajan* and referred to in para 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without intervention of orders of the courts or of tribunals. The question of regularisation of the services of such employees may have to be considered on merits in the light of the principles settled by this Court in the cases above referred to and in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularize as a one time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of the courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those

vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date. We also clarify that regularization, if any already made, but not sub-judice, need not be reopened based on this judgement, but there should be no further by passing of the constitutional requirement and regularizing or making permanent, those not duly appointed as per the constitutional scheme.”

34. In view of the law laid by the Apex Court, it is evident that claim of regularisation of the services of the employees, who have been appointed in an illegal manner, cannot be considered by the State, its instrumentalities or the Courts, to frustrate the claim of the persons who are ready to compete for those posts. It is well settled proposition of law that the State cannot make appointments to a post in violation of its policies of recruitment. However, the persons who are working on the posts for more than ten years or more, against which posts they were appointed in irregular manner, the State is under a command to take steps for their regularization, as one time measure.

35. For application of the command of the Apex Court in *Uma Devi (supra)*, it is incumbent upon the claimants to show that their engagement was not in violation of the rules. They have to bring it over the record that their engagement was irregular and lasted for a long period. Claimants plead that they were working with the management from last 5-6 years, as ad-hoc employees. The management presents that Vinay Kumar Jha and Saroj Kumar were engaged in July and December, 1998, that too in the case of exigency and without following normal rules of recruitment. Consequently it is emerging over the record that claimants were engaged by the management dehors the rules and that too not from a long period. Regularisation of services would mean to condone any procedural irregularities and to cure such defects which is attributable to methodology followed in making appointments. Consequently for seeking their regularization in service, the claimant had to show that they were appointed in consonance with the recruitment rules, but there were some procedural irregularities. Only in that event they can seek their regularization of service with the management, in terms of the command given by the Apex Court in *Uma Devi (supra)*. When the claimants were engaged in violation of the recruitment rules, their claim of regularization is in the form of back door entry in government job. Consequently their claim of regularization in service of the management cannot be granted.

36. Delhi Grinding Unit of the Corporation was closed on 14-7-2008, after seeking permission from the appropriate Government. Closure compensation was paid to the claimants in accordance with the provisions of section 25-FFF of the Act. It is evident that after closure of the establishment, the Corporation does not have any vacancy

for regularization of the services of the claimants. In such a situation the claimants cannot agitate their grievances, after payment and acceptance of closure compensation. Demand of the union for regularization of the services of the claimants is neither legal nor justified on that count too. Issue is, therefore, answered in favour of the management and against the claimant.

Relief

37. In view of the foregoing discussions, it is evident that demand of CCI/DGU Karamchari Sangharsh Union, in relation to the regularization of the services of the claimants, at Delhi Cement Grinding Unit, Okhla Industrial Area, New Delhi, is neither just nor fair nor legal. Claimants are not entitled to any relief. Their claim is liable to be dismissed. Hence the same is dismissed. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 29-4-2010

R. K. YADAV, Presiding Officer

नई दिल्ली, 19 मई, 2010

का. आ. 1508.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनाइटेड कॉमर्शियल बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, नई दिल्ली के पंचाट (संदर्भ संख्या 55/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/10/2004-आई आर (बी-II)]

यू.एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 19th May, 2010

S.O. 1508.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 55/2004) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of United Commercial Bank, and their workmen, which was received by the Central Government on 18-5-2010.

[No. L-12012/10/2004-IR (B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURTS COMPLEX,
DELHI
I.D. No. 55/2004**

Om Parkash Lohia,
Gali No. 1, Netaji Nagar,
Bhadurgarh,
Haryana

... Claimant

Versus

The Regional Manager,
United Commercial Bank,
Regional Office, 5, Parliament Street,
New Delhi-110001

... Management

AWARD

A burglary was committed in Pahar Ganj Branch of United Commercial Bank, on night intervening 13th and 14th October, 2001. It was holiday on 14th of October, 2001. When Branch opened on 15-10-2001 at 9.30 AM, custodians of keys noted that lockers of strong room were lying on the ground. Damage was caused to the strong room. Strong room was not opened and Zonal Office as well as police of police station Pahar Ganj were informed. Om Parkash was missing from his duties that day. A case was lodged at Pahar Ganj in respect of that incident. On 16-10-01 Om Parkash was arrested by the police. Consequently he was placed under suspension. A charge sheet was served upon him. Domestic enquiry was constituted. Enquiry Officer submitted his report. The Disciplinary Authority awarded punishment of removal from services to Om Parkash, vide his order dated 25-8-2003. Om Parkash raised an industrial dispute before the Conciliation Officer. When conciliation proceedings failed, appropriate Government referred the dispute to this Tribunal for adjudication, vide Order No. L-12012/10/2004-IR (B-II), New Delhi, dated 20-10-2004, with the following terms :

“Whether the action of the management of UCO Bank, Regional Office, 5, Sansad Marg, New Delhi in imposing punishment of removal from service on Shri Om Parkash Lohia, Peon-cum-Farash, w.e.f. 25-8-2003 is just valid and legal? If not, what relief the workman is entitled for and what direction are necessary in the matter?”.

2. Claim statement was filed by Om Parkash pleading therein that he was serving as Peon-cum-Daftry at Pahar Ganj Branch of the Bank. A false charge sheet was served upon him. He was placed under suspension. His services were removed in an unjust, invalid and illegal manner. Management discarded union membership of the claimant by discontinuing deduction of his monthly subscription of the Union from his wages. Union had not come forward to defend him. He was not allowed to have assistance of an ex-employee or an advocate to defend himself. He was not given list of witnesses before their examination. No opportunity to cross examine the witnesses was accorded to him. He was not paid subsistence allowance, during pendency of the domestic enquiry. Since he was starving hence he could not defend himself. Arbitrary non-payment of subsistence allowance invalidates enquiry proceedings. Disciplinary Authority did not hold him accountable to the misconduct nor concurred with the finding of the Enquiry Officer. Punishment awarded by the Disciplinary Authority is illegal. The Disciplinary Authority had not applied his

mind to facts of the case. He claims reinstatement in service with continuity and full back wages.

3. The management demurred the claim of Shri Om Parkash pleading that he was suspended considering gravity of misconduct committed by him. Charge sheet was served upon him. He was not entitled to be defended by an outsider or an advocate. He was given various opportunities to appoint his defence representative, as per Bipartite Settlement. Subsistence allowance was regularly paid to him. There was no question of his starvation. He was given reasonable opportunities to defend himself. Order passed by The Disciplinary Authority is in consonance with the facts, founded by the Enquiry Officer. It is wrong that the Disciplinary Authority has not applied his mind to the facts of the case. It has been projected that claim statement is devoid of merits and liable to be dismissed.

4. On pleadings of the parties following issues were settled :

- (1) Whether enquiry conducted by the management was fair, just and proper?
- (2) Whether punishment awarded commensurate to misconduct of the workman?
- (3) As in terms of reference.
- (4) Relief.

5. Issue No. 1 was treated as preliminary issue. Shri R.K. Goel (MW1) and Shri R.C. Chhabra (MW 2) were examined by the management to discharge onus resting on it. Claimant appeared in the witness box to substantiate his claim. On consideration of evidence, and appreciation of submissions advanced by respective parties, issue No. 1 was answered in favour of the management and against the claimant vide order dated 25-3-2010.

6. Arguments on proportionality of punishment were advanced by Shri Sarfraz Khan, authorized representative of the management. None came forward on behalf of the claimant to advance arguments. I have considered the submissions made at the bar and carefully perused the record. My findings on issues involved in the controversy are as follows :

Issue No. 2

7. What should be the appropriate punishment, which can be awarded to the claimant, is a proposition which is to be addressed by this Tribunal. Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Industrial Disputes Act, 1947 (in short and Act), it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too

severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had however, laid down in *Bengal Bhatdee Coal Company* [1963 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

8. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company Labour* [1965 (1) LLJ 462]. Likewise in *Management of the Federation of Indian Chambers of Commerce and Industry* [1971 (II) LLJ 630] the Apex Court rules that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether

the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts"

9. In *B.M. Patil* [1996 (II) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50 p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

10. After insertion of Section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in *Sanatak Singh* (1984 Lab. I.C. 817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in *Kachraji Motiji Parmar* [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11-A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

11. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only

when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa [1995 (1) LLJ 960].

12. Out of facts testified by Shri R.K. Goel and Shri R.C. Chhabra, it stood established that the claimant was working as a peon, at Pahar Ganj branch of the bank. On 14th of October, 2001, it was holiday on 15th of October, 2001, Shri R.K. Goel along with the second person went to open the chest and found liver of chest lying broken, while two nails were inserted in the chest. He observed that someone attempted to break open the chest. He reported the matter to the Zonal office and lodged a report with the local police. Claimant was absent from duty on that day. On 16th of October, 2001, claimant was arrested by the police. Neither claimant nor the management opted to tell this Tribunal as to whether that criminal case pends adjudication or a competent court had passed a final order. Silence of Om Parkash over the matter is suggestive that the said case still pends adjudication.

13. However out of facts referred above, it is evident that the claimant entered the bank premises in the night intervening 13th and 14th of October, 2001 and attempted to break open liver of the chest. He attempted to commit theft and in that process tried to break open the chest. He committed an act against the property of the bank, which is a serious misconduct. Bank cannot repose confidence in such an employee. In case such an employee if retained in the service, he is likely to tarnish the image of the bank and cause damage to its property and reputation. By such acts he creates circumstances before the authorities to loose confidence in him. An employee who commits theft of the property of his employer cannot be retained in service. Therefore, punishment of removal from service, awarded to the claimant on 25-8-2003 is found to be fair, just, valid and legal. Issue is, therefore, answered in favour of the management and against the claimant.

Issue Nos. 3 and 4

14. In view of the foregoing discussion, it is apparent that punishment of removal from service awarded to the claimant vide order dated 25-8-2003 cannot be faulted. The

said punishment commensurate to the misconduct committed by the claimant. There is no case of interference with the said punishment order. Tribunal can interfere with the punishment awarded to the claimant, in case it is found to be shockingly disproportionate to his misconduct or it amounts to victimization or unfair labour practice, or there is a want of good faith, or the management has been guilty of a basic error or violation of principles of natural justice. No such facts emerge over the record, to persuade this Tribunal to interfere with the punishment. Consequently it is concluded that the claimant is not entitled to any relief. His claim statement is devoid of merits hence rejected. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 6-5-2010

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 19 मई, 2010

का. आ. 1509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन ग्रास लैंड एण्ड फोडर रिसर्च इंस्टिट्यूट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 269/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2010 को प्राप्त हुआ था।

[सं. एल-42012/112/99-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th May, 2010

S.O. 1509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 269/99) of the Central Government Industrial-Tribunal-cum- Labour Court, Kanpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Grass and Land and Fodder Research Institute and their workman, which was received by the Central Government on 19-5-2010.

[No. L-42012/112/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, KANPUR

Industrial Dispute No. 269 of 99

BETWEEN

Sri Bala Ram, son of Nirbhay,
C/o Satish Chandra Srivastava,
Chandra Shekhar Azad,
Near New Kotwali,
Jhansi

AND

Director,
Indian Grass Land and Fodder Research Institute,
Pahuz Dham, Gwalior Road,
Jhansi

AWARD

1. Central Government, MOL, New Delhi vide notification No. L-42012/112/99/IR (DU) dated 29-9-99, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the Director, Indian Grass Land and Fodder Research Institute, Jhansi, in terminating the services of Sri Bala Ram with effect from 3-3-90 is legal and justified? If not to what relief he is entitled?

3. Briefly stated facts of the case are that the claimant Bala Ram worked with the opposite party continuously with effect from 1977 to 2-3-90 and the opposite party terminated his services with effect from 3-3-90. He has also worked as Chowkidar with the opposite party. His work was of gross cutting along with other employees of the opposite party. His attendance was marked on muster roll and he was paid his wages at the end of the month. He was never paid for national holidays Sundays or holidays. Sri Jordan, Mani Ram and Amar Singh who were working with him are still in the service of the opposite party. Worker has also pleaded that the opposite party has breached the provisions of section 25F, 25G and 25H of the Act in as much as he has not been paid notice pay, notice or retrenchment compensation, therefore, he is entitled to be reinstated in the service of the opposite party with effect from 3-3-90 with full back wages and consequential benefits.

4. Claim of the worker has been refuted by the opposite party on a variety of grounds. Claim of the worker is not maintainable being raised at a belated stage, therefore, reference is time barred. No cause of action has ever arisen in favour of the worker and in the absence of cause of action present reference is not competent to be adjudicated upon by this tribunal. Earlier also a reference was made by State Government on the present issue and the same was decided by Presiding Officer, Labour Court, Agra, holding that in the case of the claimant, appropriate government is Central Government which alone is competent to refer the dispute before competent court of law. It is also pleaded by the opposite party that the workman has not completed 240-days in a calendar year preceding the date of his alleged termination or even for a single day in the year 1989-90. In the present case provisions of Industrial Disputes Act are not applicable and also that the opposite party has not committed any breach of any of the provisions of the Act. The claimant was a daily wager and was engaged on a temporary work of intermittent nature which lasted for a short period. His services were come to an end by efflux of time on completion of project or research assignment. It is

also pleaded by the opposite party that it is not a factory or shop or commercial establishment but is a society with limited object. Claim of the claimant is barred by principle or resjudicata. It is also stated by the opposite party that when the claimant was not in the employment of the opposite party either on 2-3-90 or 3-3-90, therefore, question of termination of his service does not arise. His name was never sponsored by the employment exchange. Opposite party has also filed two documents with their written reply. At any rate the claim of the claimant is not maintainable and is liable to be rejected.

5. Claimant has also filed rejoinder in support of his claim but nothing new has been mentioned therein except reiterating the facts already pleaded by him in his statement of claim.

6. Claimant vide list dated 1-10-2003 Paper no. 28/1 has filed two documents. Document no. 1 (paper no. 28/2) is receipt and paper no. 28/3 is certified copy of judgement given by Presiding Officer, Labour Court, Agra. Paper no. 28/6 is receipt of the opposite party.

7. Whereas claimant has examined himself as W.W. 1 opposite party has examined Sri M.S. Sharma as M.W. 1.

8. WW1 in his cross examination has clearly admitted the fact that during the period 1989-90 he had not come on his job due to his illness. He goes on to state that he cannot tell the number of days when he was on duty or the number of days when he remained absent from his duty. He also admitted the fact that he was never given any appointment letter by the opposite party for the post of chowkidar. He further admitted that he was not issued any letter regarding his termination by the opposite party. He further admitted that Sri Vikram. Vera and Amar Singh are the regular and permanent employee of the opposite party. He further admitted that due to his illness he could not went on his duty and also that he never informed in writing to the opposite party about his illness.

9. As against the above evidence of the claimant, management witness in his examination in chief has corroborated the evidence to the extent that during the period 1989-90 the claimant has not performed any work With the opposite party. Witness has further admitted the fact that the claimant was paid through muster-roll on the basis of his working days. As per instruction of Government of India, no labour was engaged by the opposite party after 1995. Witness has stated that before giving appointment names are called from employment exchange. The name of the claimant is not figuring in the muster-roll for the year 1990.

10. Therefore, from the above evidence it is quite obvious that the claimant had not worked even for a single day during the period 1989-90 which is per his evidence. Even he has been miserably failed to prove the fact that he had worked for 240 days or more preceding 12 months

from the date of his termination. As per own admission of the claimant when he had not worked even for a single day during the period 1989-1990, question of termination of his service by the opposite party in the given circumstances of the case does not arise at all. Therefore, provisions of Industrial Disputes Act, 1947 in the case of the claimant are not at all applicable and he cannot be given protection thereof.

11. Opposite party in support of their contention has placed reliance on the following rulings :

- (a) [2006(108) FLR 213] R M Yellatti and Assistant Executive Engineer wherein the Hon'ble Supreme Court of India has held that burden to prove that workman has worked for 240 days or more lies upon him.
- (b) [2008 (116) FLR 558] wherein the Hon'ble Allahabad High Court has held that actually workman has worked for 240 days lies on the workman.

12. Therefore, considering the facts, circumstances and law of the Hon'ble Apex Court, it is held that the workman has not been able to prove his case to the effect that he at any point of time was terminated by the opposite party on 3-3-90. It is also held that it is not a case of termination of the services of the claimant. As such reference is bound to be decided against the claimant holding that the action of the management as referred in the schedule of reference order is legal and just and the claimant is not entitled for any relief as claimed by him.

13. Reference is therefore, decided against the claimant and in favour of the opposite party.

Dated : 11-5-10

RAM PRAKASH, Presiding Officer

नई दिल्ली, 19 मई, 2010

का. आ. 1510.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दल रेलवे के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 82/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2010 को प्राप्त हुआ था।

[सं. एल-41012/90/2002-आई आर (बी.-1)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th May, 2010

S.O. 1510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/2002) of the Central Government Industrial-Tribunal-cum labour Court, Kanpur now as shown in the Annexure, in the

Industrial Dispute between the management of Central Railway and their workmen, which was received by the Central Government on 19-5-2010.

[No. L-41012/90/2002-IR (B-1)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PRAKASH, HJS, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 82 of 2002

Between :

Sri Dhruv Kumar,
Son of Sri Vishwanath Tiwari,
House No. 78 E-8, Police Chowki Road Daboli,
Near Mathur Sweet House,
Kanpur

And

The Divisional Railway Manager,
Central Railway,
Jhansi

AWARD

1. Central Government, MOL, New Delhi vide notification No. L-41012/90/2002/IR (B-1), dated 14-11-2002, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the Divisional Railway Manager, Central Railway, Jhansi, in terminating the services of Sri Dhruv Kumar son of Sri Vishwanath Tiwari, with effect from 31-10-1990 is legal? If not to what relief the workman is entitled to?

3. Briefly facts are that the claimant Dhruv Kumar alleged that he was engaged by the opposite party on open line on 1-8-86 through Foreman Carriage Mathura Junction Railway Station as a casual labour and continued to work as such till 31-10-86 and performed the work of water tight khalasi. Again he was engaged on 2-8-87, by the opposite party in the same function and continued to work till 31-10-87, again he was engaged with effect from 16-4-87 to 1-8-87, and 3-4-89 to 22-6-89 and then a water tight khalasi under carriage foreman Mathura during the period 23-6-89 to 31-10-89, in this way the workman has rendered for more than 120 days of continuous service during the period 3-4-89 to 31-10-89 as casual labour on open line and has thus acquired the status of temporary railway service and his services could not have been dispensed by the opposite party on 31-10-89 without assigning any reason or without giving notice of 15 days or retrenchment compensation. His engagement during the period 23-6-89 to 31-10-89 was against sanction issued by the General Manager. He was again engaged on 5-7-90 on

open line and worked till 31-10-90, where after his services have been terminated abruptly without assigning any reason. It is also alleged that the claimant was issued record of service bearing number 156799. Claimant was also sent for screening test along with his counter parts as per rules of the railway. Others have been provided regular and permanent employment by the opposite party where as claimant was awaiting for his regular posting. When he did not get the posting he raised the dispute and wrote letters on 10-12-90 and on wards. Ultimately claimant was provided with an application form by the opposite party which was duly filled by him and deposited to the management, but nothing has happened. Then he raised dispute before the A.L.C. When the matter did not reconcile, the same was referred to the appropriate government. Claimant has also referred certain provisions of the Railway Manuals like Rule 2001 (i), therefore, the claimant alleged that the opposite party has committed breach of principles of natural justice and provisions of Section 25G and 25H of the Act. Therefore he sought that the order of the management in terminating the service with effect from 31-10-1990 be declared as illegal and he should be reinstated and be provided with all consequential benefits.

4. Opposite party has filed written statement. It is admitted that the claimant was engaged as a water tight casual labour under carriage foreman for a period 1-8-86 to 25-10-86. It is also admitted that he worked from 2-8-87 to 31-10-87. The terms and condition for the appointment of water with casual labour that they were to be appointed for a specific period beginning from any date in the month of June and ending on 31st October, or till the end of Monsoon season whichever is earlier and thereafter his services come to an end automatically and there is no violation of the provisions of Section 25G and 25H of the Act. The workman is covered under section 2(oo) of the Act. It is stated that he was engaged from 16-4-87 to 1-8-87 and from 3-4-89 to 22-6-89 as water cooler operator under the electrical department and not under the carriage foreman. As both the appointing authorities are different the claimant has worked under difference authorities and has performed different work and has never attained temporary status, therefore, there is no violation of any provision of law. It is admitted that the period of engagement of the claimant with effect from 23-6-89 to 31-10-89 and 5-7-90 till 31-10-90 workman was engaged purely on temporary basis. He did not obtain temporary status and his services automatically came to end on the end of the monsoon season on 31.10 of the year. Hence there is no violation of law. Contents of para 13 of the petition are not admitted. Claimant has not supplied any of the annexure as mention in the claim statement. No screening was done as mentioned by the claimant. Claimant was never called for screening. Claimant has raised the matter for the first time in the year 2002 after the alleged termination of 1990. It is alleged that no list of such workmen

has been given as mentioned by the claimant in Para 18, who had been given the work. Therefore, the claimant is not entitled to any relief and the claim is liable to be rejected.

5. Claimant has also filed rejoinder wherein it is alleged that contents of Para 10 of the written statement are not admitted and it is stated that the claimant was engaged at Mathura Railway Station to work as Khalasi to perform the work of water cooler operator from 16-4-87 to 1-8-87 and 3-4-89 to 22-6-89. Other aversion of the written has not been elaborated and the claimant has reiterated his own aversions.

6. Claimant has not filed any documentary evidence. Opposite party has alleged that no annexures have been filed as mentioned in the claim statement by the claimant. They stated that even after moving an application before the court the claimant has not filed or produced the copy of the annexures which were mentioned in the claim statement.

7. Opposite party has filed 4 documents vide list 13/1 these are circulars.

8. Both the parties have adduced oral evidence. Claimant has adduced himself as w.w. 1 Shri Dhruv Kumar Tiwari. Opposite party has adduced one M.M. Verma as M.W. 1.

9. I heard the arguments perused the record.

10. Claimant has stated in his cross that during the period 1-8-86 to 1990 he did not work continuously. He admitted that he worked in a span of three-three months. He stated that he worked for three months in the year 1987 and thereafter 1989 for three months and in the year 1990 for three months and he did not work in the year 1988 even for a single day. He admitted that in the year 1989 he worked in the electrical department. He also admitted that before giving employment he was informed that his job is only for the period June to 31st October. M.W. 1 has specifically stated that the claimant had worked from 1-8-86 to 31-10-86 as a water tight khalasi and again 2-8-87 to 31.10-87 and again 23-6-89 to 31-10-89 in the year 1990 he worked from 5-7-90 to 31-10-90 and thereafter he did not work. It is contended by the opposite party that the claimant was engaged for specific period for seasonal work. Claimant has not filed any casual labour card. He was never granted any temporary status. He was never sent for screening. After the specific period he was automatically removed.

11. I have examined the statement of the opposite party. Nothing has come out to disbelieve his statement.

12. Applicant has not filed any documentary evidence that he had worked for 120 days or more or 240 days in a calendar year. Even if I take the period of 1990 the claimant has specifically admitted in the cross he had worked only three months. There is no evidence that he had worked continuously for 120 days or more.

13. Claimant has also not adduced any evidence that opposite has engaged some juniors or other workers, whereas he has not been given any chance. There is no allegation of mala fide or discrimination on this point. Burden lies on the claimant.

14. Therefore, after considering all the evidence I am of the view that the claimant has not been able to prove his case. Initially burden lies on the claimant. He has not filed any documentary evidence. From his oral statement also he has not been to prove his case. Opposite statement and contentions appears to be believable. Therefore, reference is decided against the claimant holding that he is not entitled for any relief pursuant to the present reference order.

15. Reference is decided accordingly.

Dated : 11-5-10

RAM PARKASH, Presiding Officer

नई दिल्ली, 19 मई, 2010

का. आ. 1511.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोम्बे मेरकेन्टाइल कोष्ट बैंक लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 35/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2010 को प्राप्त हुआ था।

[सं. एल-12011/11/2009-आई आर (बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th May, 2010

S.O. 1511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/2009) of the Central Government Industrial Tribunal/Labour Court, Delhi now as shown in the Annexure, in the Industrial Dispute between the management of Bombay Mercantile Coopt. Bank Ltd. and their workmen, which was received by the Central Government on 19-5-2010.

[No. L-12011/11/2009-IR (B-I)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURTS COMPLEX,
DELHI

I.D. No. 35/2009

Mohd. Israil Khan,
H. No. 310, Vijay Mohalla,
North Ghonda, Maujpur,
Shahdara, Delhi

... Workman

Versus

The Branch Manager,
Bombay Mercantile Coopt. Bank Ltd.,

36, Netaji Subhash Marg,
Darya Ganj,
New Delhi

... Management

AWARD

A Cooperative Bank, registered under Cooperative Societies Act, 1860, was having its various branches at places like Delhi, Ajmer, Aligarh, Patna and Bombay etc. One Shri G. K. Marwaha was having a saving bank account No. 54963 in Delhi branch of the said bank, known as Bombay Mercantile Cooperative Bank Limited (hereinafter referred to as the management). On 30th of November, 2004, he issued two cheques, one bearing No. 51083, drawn for a sum of Rs. 1,75,000 in favour of M/s. Ansa Arun Construction, and the other for a sum of Rs. 1,25,000 drawn in favour of self. Cheque No. 54963 was crossed by Shri Marwaha in favour of the drawee and handed over to one Arun Verma of M/s. Ansa Arun Construction, who in turn entrusted it to one Arun Sharma for depositing it for collection with Punjab National Bank. Shri Arun Sharma dropped that cheque in clearing cheque box of Punjab National Bank. Someone had stolen that cheque from clearing cheque box, cancelled crossing on it, recorded self on the cheque and presented it to the officials of Darya Ganj Branch of the management bank. Mr. Virender Arora issued token, Ms. Rita Babbar verified signatures of drawer, Ms. Pooja Arya made first supervision of the cheque. Mohd. Israil made second supervision of the cheque. Smt. Meera Rani Bawa finally cleared the cheque for payment and sent it to cashier and Subedar Ali made payment of that cheque on 1st of December, 2004. On 6th of December, 2004 Shri Marwaha gave a telephone call to the branch manager and enquired about fate of the cheque. He was told that crossing on the cheque was cancelled and its payment was made to the bearer. Shri Marwaha showed his dismay and informed that neither he had cancelled the crossing on the cheque nor written self on it for payment. Since a fraud was committed, an enquiry was instituted. Mohd. Israil Khan, the workman was placed under suspension, besides others involved in the matter. A charge sheet was served upon him. An Enquiry Officer was appointed, who conducted the enquiry and submitted his report to the Disciplinary Authority. Show cause notice was served on the workman and on consideration of his reply and other documents, the workman was dismissed from the services of the management bank on 29-4-2008.

Appeal, preferred by the workman, also came to be dismissed.

2. A writ petition, filed by the workman bearing No. 18105/2005, was dismissed on 10-1-2006. Later Patent Appeal, preferred by the workman, was also dismissed on 29-4-2008. Thereafter he raised a dispute before the Conciliation Officer. No settlement could be reached and conciliation proceedings failed. Conciliation Officer submitted his failure report to the Central Government vide order No. L-12012/11/2009-IR (B-I), New Delhi dated 17-7-09, the Central Government referred the dispute to this Tribunal for adjudication with following terms :

“Whether the action of the management of Bombay Merchantile Bank Ltd., in imposing the punishment of dismissal of the services of Mohd. Israil Khan w.e.f. 29-4-2008 is justified ? If not, what relief the workman concerned is entitled to and from which date ?”

3. Claim statement was filed by the workman pleading therein that he joined the management bank on 1-11-79 as class IV employee. Subsequently he was promoted in clerical cadre. On 1st of March, 2005, he was doing manually balancing of ledgers including dormant ledgers, jotting of dormant edgers, applying interest in dormant ledger, jotting of D/D payable, jotting of O.B.C., signature verification, voucher writing, manual F/D receipt writing etc. The work performed by him was manual and clerical in nature. His work and conduct was without any complaint. His last drawn wages were Rs. 16,500 p.m. Vide order dated 8th of December, 2004, he was placed under suspension. On 22-12-2004 a charge sheet was served upon him. Charges levelled against him were totally false and baseless. He had not committed any misconduct, as alleged in the charge sheet. He submitted a written explanation on 5th of January, 2005, detailing therein that charges were not based on true facts. He asserted that signatures on the cheque were verified by the verifying supervisor and he had not played any roll whatsoever in fraudulent withdrawal of cash against that cheque. He projected that Mrs. Meera Bawa, the Branch Manager, had instructed him to clear the transaction and make payment of the cheque. With a view to terminate his services, the management initiated an enquiry. Enquiry conducted against him was not fair or proper. No opportunity was afforded to him to appoint defence assistant or to cross-examine the witnesses examined by the management. Copies of the evidence of the witnesses, recorded by the Enquiry Officer, were not supplied to him. He was not given any opportunity to examine witnesses in his defence. Documents relied upon by the management were not supplied to him. He was denied a fair hearing and the enquiry was an eye wash. The Enquiry Officer was neither fair nor impartial and his report is perverse. Show cause notice, served upon him, was replied. He sought

copies of statements of other charge sheeted employees, involved in the transaction, besides other documents, to make a proper explanation but his request was not conceded to. He was dismissed from services vide order dated 1-3-2005. His dismissal is illegal, and void ab-initio. He preferred an appeal, which was dismissed. He claims statements in service with continuity and full back wages.

4. Contest was given to the claim by the management pleading that Modh. Israil Khan was not a workman, as defined by the Industrial Disputes Act, 1947 (in short the Act). He was an officer of the bank and his last drawn wages were Rs. 16500 P.M. At the time of termination of his services, he was working in supervisory capacity as Senior Personnel Assistant Officer. One Shri G. K. Marwah, who was having a saving bank account with the management bank, had issued crossed cheque No. 570833, drawn for a sum of Rs. 175000 in favour of M/s. Ansa Arun Construction. On 1-12-04 the said cheque was presented at Delhi branch of the management bank, after cancelling crossing on it, which was purportedly authenticated by the account holder. Name of the payee, viz. M/s. Ansa Arun Construction, was struck off by writing “self”. Alterations on the cheque were made in different hand writing, which contained mistakes in spelling and language. The signatures and authenticating alterations did not tally with the signature of the account holder. The said cheque was cleared and payment of Rs. 175000 was made. On 6-12-04, Shri Marwah made enquiry and informed that he had not cancelled crossing on the cheque. Thus it came to light that the amount of Rs. 175000 was fraudulently withdrawn from the account of Shri G. K. Marwah. The Branch Manager reported the matter to the higher authorities. Vide order dated 8-12-2004 the claimant was suspended and a charge sheet was served on him on 22-12-04. He replied it vide letter dated 5-1-05 and thereafter an enquiry was instituted. The enquiry was conducted against the workman in consonance with the principles of natural justice and provisions of memorandum of settlement dated 15-1-92. The Enquiry Officer came to a conclusion that charges levelled against the claimant stood proved. A show cause notice was issued but the claimant opted not to make any submission on it. Ultimately he was dismissed on 1-3-2005. It has been pleaded that dismissal of the claimant is legal and justified and he is not entitled for reinstatement in service of the bank.

5. On pleadings of the parties following issues were settled :

1. Whether the claimant is not a workman within the meaning of Section 2(s) of the I.D. Act ?
2. Whether the enquiry conducted by the management was just, fair and proper ?
3. As in terms of reference.
4. Relief.

6. Issue Nos. 1 and 2 were treated as preliminary issues. Rais Ahmed was examined on behalf of the management, to discharge onus resting on it. Claimant entered the witness box to substantiate his claim. After hearing arguments and on appreciation of evidence adduced preliminary issues, besides a proposition as to the jurisdiction of this Tribunal, were answered in favour of the claimant and against the management, vide order dated 25-11-2008.

7. Shri Rais Ahmed entered the witness box again to testify facts to prove misconduct of the claimant. Claimant opted not to adduce any evidence in rebuttal.

8. Arguments were heard at the bar. Shri Anil Verma raised submissions on behalf of the claimant. Shri Anisul Haque assisted by Shri Rehmal Ali Bhatti, authorised representative, advanced arguments on behalf of the management. Written arguments were also filed by the parties. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as followed :

Issue Nos. 3 & 4

9. Shri Rais Ahmed swears in his affidavit Ex. MW1/B that one Shri G. K. Marwah, having a saving bank account No. 54963 at Delhi branch of the bank, issued cheque bearing No. 510833 for a sum of Rs. 1,75,000 on 30th of November, 2004 in favour of M/s. Ansa Arun Construction. On 1st December, 2004 said cheque was presented for encashment. The crossing on the cheque was cancelled, purportedly authenticated by the account holder, with writings "crossing cancelled, please pay to cash" and name of payee "M/s. Ansa Arun Construction" was struck off by writing "self". Altercation on the cheque were made in different hand writing, which contained mistakes in spelling and language. Signatures authenticating, alterations, did not tally with the signatures of the account holder. The said cheque was honoured and payment of Rs. 1,75,000 was made. On 6-12-2004 Shri Marwah enquired about fate of the said cheque and denied having cancelled the crossing on it. In this way an amount of Rs. 1,75,000 was fraudulently withdrawn from the account of Marwah. On scrutiny of the cheque and big amount slip various discrepancies were noticed. On 7-12-2004, branch manager reported the matter to higher authorities and observed, "it appears that the instrument has been handled very casually and even routine diligence was not observed. The apparent negligence of bank staff/officer incharge seems to have facilitated the alleged fraud". He proposed a proper enquiry in the matter. Vide order dated 8-10-04 the claimant was suspended, pending enquiry. Charge sheet dated 22-12-2004 was replied by the claimant. A free and fair enquiry was conducted and ultimately claimant was dismissed on 1-3-2005.

10. The claimant admits, during the course of his cross examination, that he (second) supervised that cheque. He presents that he saw the cheque, verified its date and token, checked balance in the account, verified cuttings on the cheque and passed it. He hastens to add that Ms. Meera Bawa came to his seat alongwith the cheque and told that she had talked to the party and he (claimant) should clear it on the responsibilities. He emphasized that he cleared that cheque at the instance of Ms. Meera Bawa.

11. Out of facts presented by Rais Ahmed and those conceded by the claimant, it emerge over the record that a cheque bearing No. 510833 was drawn by Shri Marwah on his saving bank account No. 549863, for a sum of Rs. 1,75,000 in favour of M/s. Ansa Arun Construction. It was a crossed cheque. When it was presented, crossing on it was cancelled and instructions were written to pay it cash. Name of payee "M/s. Ansa Arun Construction" was strick of by writing "self". Alterations on the cheque were in different hand writing then that of the account holder. There were mistakes in spellings as well as language. Signatures, authenticating the alterations, did not tally with the signatures of the account holder. This cheque reached hands of the claimant as an officer who was supposed to (second) supervise it. The claimant had not taken note of all these discrepancies and cleared the cheque. He remains oblivious of the fact that the signatures, authenticating alterations, did not tally with the signature of the account holder. Mistakes in spelling and language were sufficient to arouse suspicion in the mind of an ordinary prudent officer of the bank. However, the claimant over looked all these situation and passed that cheque of payment.

12. Claimant seeks refuge in instructions of Meera Bawa, projecting that she came to his seat and asked him to clear the cheque on her responsibility. Question for consideration comes as to whether responsibility, alleged to have been taken by Ms. Meera Bawa, would relax rigors of duties of the claimant. Can he opt not to verify signatures, balance in account, date of issue, big amount slip, verification of signatures over cuttings on that cheque, when Meera Bawa allegedly claimed responsibility? Answer lies in negative. The claimant was under an obligation to perform his duties with reasonable care. What is to be deemed to be "resonable care" depends upon circumstances of each case. Any culpable omission of a positive duty will take out the act of an employee from the arena of reasonable care. There was existence of a duty on the claimant to verify cuttings, signature of the person authenticating those cuttings and to compare it with the signature of the account holder. Existence of this duty situation on the claimant burdens him with an obligation to take care of those situations. He has not bothered to perform his duties like an ordinary prudent man and committed culpable omission of his positive duties. Therefore, it

cannot be said that alleged assurance given by Ms. Meera Bawa would exonerate the claimant from duties of reasonable care which he was supposed to take before passing the cheque for payment.

13. Cheque in question was passed and payment for a sum of Rs. 1,75,000 was made on an instrument, cuttings on which were neither made nor verified by the account holder. He issued that cheque as "crossed", in favour of M/s. Ansa Arun Construction. The cheque was to be cleared in payee's account only and not to be encashed in favour of its holder. By clearing that cheque, on the basis of forged cancellation of crossing and cutting, the claimant had not performed his duties with due care and caution. His negligence amounts to a serious misconduct. Refuge taken by the claimant in alleged assurances of Ms. Meera Bawa nowhere obliterate his liabilities. Therefore, it is evident that the management has been able to prove that the claimant had committed a serious misconduct, while discharging his duties qua the bank and its customers.

14. What should be the appropriate punishment, which can be awarded to the claimant, is a proposition which would be addressed by this Tribunal. Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of Section 11-A of the Industrial Disputes Act, 1947 (in short the Act), it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in *Bengal Bhatdee Coal Company* [1963 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of Section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

15. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company Labour* [1965 (1) LLJ 462]. Likewise in *Management of the Federation of Indian Chambers of Commerce and Industry* [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts".

16. In *B. M. Patil* [1996 (II) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

17. After insertion of Section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment

is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in Sanatak Singh (1984 Lab. I.C. 817): The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in Kachraji Motiji Parmar [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11A of the Act specifically give two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

18. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrameled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers, fund theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa [1995 (1) LLJ 960].

19. The claimant had neither been cautious nor diligent in discharge of his duties, when he (second) supervised the cheque referred above. He handled that cheque in a reckless, negligent and careless manner. It emerges over the record that he is unfit for a position of trust and confidence. He wilfully opted not to discharge his duties in accordance with set norms of the bank, cleared

that cheque and caused loss to the Bank financially as well as so its reputation. He deliberately damaged his employer's property and reputation. For such an employee, the employer would pave way for his existence from his work place. An employer is not expected to repose confidence in an employee like the claimant. Consequently, punishment of dismissal is proper punishment for him.

20. Consequently I impose punishment of dismissal on the claimant, which will relate back to 29-4-2008, the date when he was dismissed by the management from their services. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 7-5-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 19 मई, 2010

का. आ. 1512.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 14/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/102/2006-आई आर (बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th May, 2010

S.O. 1512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2007) of the Central Government Industrial Tribunal/Labour Court, Delhi now as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, which was received by the Central Government on 19-5-2010.

[No. L-12012/102/2006-IR (B-1)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURTS COMPLEX,
DELHI**

I.D. No. 14/2009

The General Secretary,
All India Bank Staff Association (Regd.),
33-34, Bank Enclave, Ring Road,
Rajouri Garden, New Delhi-110027 ... Workman

Versus

The Deputy General Manager,
State Bank of India, Zonal Office,
Garh Road, Meerut (U.P.) . . . Management

AWARD

Local Implementation Committee, ADB Baraut branch, State Bank of India, (herein after referred to as the Committee), engaged Shri Jagdev Singh as Canteen Boy w.e.f. January, 1990. He served the Committee till June, 2000. In case of exigencies casual jobs were taken from him by the bank. He was paid for those jobs through vouchers. When his services were dispensed with by the Committee, he raised an industrial dispute against the bank. When conciliation proceedings, failed, the appropriate Government referred the dispute to this tribunal for adjudication, vide order No. L-12012/102/2006-IR (B-I), New Delhi dated 9-2-2007, with the following terms.:

“Whether Shri Jagdev Singh employed in State Bank of India, Baraut Branch w.e.f. January, 1990 to June 2000 was engaged as messenger/peon on regular basis ? If so, his disengagement/termination from Baraut branch in June 2000 without any notice and compensation is legal and justified ? If not to what relief the concerned person is entitled to ?”

2. In his claim statement, Shri Jagdev Singh projects that he was appointed as Messenger-cum-Canteen Boy-cum-General Servant at Baraut branch, State Bank of India, w.e.f. January, 1990 against a regular and permanent vacancy. He was engaged for bank work but shown as Canteen Boy. His services were utilized in the bank as Messenger for most of the time. He used to perform duties of Messenger-cum-General Servant and was being paid conveyance charges for attending outdoor duties. When he requested the Branch Manager to absorb him permanently in the bank, he converted him into temporary Messenger on daily wages w.e.f. 1-12-1995. He continuously worked there till June 2000. He was not paid even minimum wages as provided in the Bipartite Settlement or under the Minimum Wages Act and thus provisions of Minimum Wages Act were violated. He again requested the Branch Manager to absorb him permanently and pay wages in accordance with the Bipartite Settlement. Instead of regularizing his services, the Branch Manager terminated his services in June, 2000. Act of the management in terminating his service is illegal. He made several representations to the Assistant General Manager, Region-I, State Bank of India, Zonal Office, Meerut, but to no avail. He also made representation to Deputy General Manager, State Bank of India, Zonal Office, Meerut on 1-12-2004 which was turned down by him on flimsy grounds. He claimed reinstatement in service with continuity and full back wages.

3. Contest was given to his claim by the management pleading that the Committee has no statutory existence. It

has no nexus or relation with the bank. Committee can engage one person to run canteen and serve tea and snacks to members of the Committee. The employee of the Committee is paid for eatables consumed by the members from welfare fund. Claimant was engaged by the Committee as a canteen boy at ADB Baraut Branch of the bank. The canteen in which the claimant was engaged is not a statutory canteen and canteen boy employed by the Committee is not an employee of the bank. There is no relationship of master and servant between the parties. His services were dispensed with by the Committee, when requirement come to an end. He is not entitled to any relief. His claim is liable to be dismissed.

4. On the pleadings of the parties following issues were settled :

- (1) Whether there is master and servant relationship between the workman and the management ?
- (2) In terms of reference ?
- (3) Relief ?

5. Claimant has examined himself in support of his claim. Shri S. K. Chhabra, was examined on behalf of the management. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri J. N. Kapoor, authorised representative, advanced arguments on behalf of the claimant. Shri Pravin Sharma, authorised representative, raised her submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows.

Issue No. 1

7. Shri Jagdev Singh testified that he was working as peon in Agricultural Development Branch of State Bank of India, Baraut. He joined on 1-1-90. He was being paid @ Rs. 15 per day as his wages. His wages were revised to Rs. 30 per day in 1996. He worked in the said branch of the bank upto 12-6-2000. In April, 2000 inspection of the bank was conducted. Auditor raised an objection that he was being employed in temporary capacity since long and his services should be terminated. No notice or pay in lieu thereof was given to him at the time of termination. No retrenchment compensation was paid. Payments were made to him by the bank for conveyance as and when he went outside the branch of the bank to perform duties. Payments were made through vouchers Ex. WW1/1 to Ex. WW1/141. The bank issued a circular on 6-4-91, copy of which is Ex. WW1/142. He was not called for interview in pursuance of the circular referred above. During the course of his cross-

examination he concedes that no appointment letter was issued to him. He made request to the Branch Manager for sending his name for interview. He stated that as a Messenger, his duties were to take dak of the bank, fetch voucher and register from one seat to another seat. He was paid conveyance for his duties either on the next day or on that very day. He was never paid salary or wages by the bank. He was kept on daily wage basis by the Branch Manager.

8. Though the claimant unfolds that he worked as a Peon in Agricultural Development Branch Baraut, State Bank of India from 1st of January, 1990 till 12-6-2000, yet he does not dispute facts testified by Shri S. K. Chhabra, who projects that the claimant was never engaged by the bank. Shri Chhabra deposed that the claimant was engaged by the committee as a Canteen Boy. Vouchers Ex. WW1/1 to Ex. WW1/141 do not contain any authentication nor it highlight that the claimant ever worked as a Peon or Messenger with the bank. These vouchers simply reflect that as and when claimant was sent outside the bank, payment of conveyance amount was released to him. In view of facts presented by the claimant as well as Shri Chhabra it is emerging that the claimant was serving as canteen Boy and was appointed as such by the Committee. Often and then he was sent for miscellaneous jobs outside the bank, for which conveyance amount was released to him. These vouchers nowhere reflect that the claimant was ever engaged as a Messenger-cum-Canteen Boy by the bank. Casual job performed by the claimant, often and then, nowhere gives an inference that his services were engaged by the bank as a Messenger.

9. Out of facts projected by the parties it came to light that the Committee at Baraut branch of the bank was constituted as a welfare measure. There was no legal obligation on the bank to run a canteen. The said Committee employed Shri Jagdev Singh as Canteen Boy. The said Committee was not a statutory body, to have its nexus with the bank. Consequently it cannot be said that the Committee was constituted as a limb of Baraut branch of State Bank of India. Activities of the Committee cannot be treated as a branch of State Bank of India.

10. No evidence worth name has come over the record that the bank used to supervise work and conduct of Shri Jagdev Singh, when he performed duties of canteen boy. He was not under supervision and control of the bank. Bank was not having any right to take any disciplinary action him. Claimant cannot be equated with an employee employed in statutory canteens. It is not his case that there was a sanctioned post of peon in the Committee, against which he worked from January, 1990 till June, 2000. His engagement was on need basis.

11. It is an admitted fact that the bank bears by way of subsidy to the extent of 95% of the cost incurred by the

canteens for payment of salary, provident fund contribution, gratuity, uniform etc. and also provides premises, furniture, utensils, electricity, water etc. to the Committee free of charge. The canteen so run by the Committee is not a statutory canteen. The Committee is not under any legal obligation to run such a canteen. Bank does not exercise supervision and control on the work of Canteen Boy employed by the Committee. The bank has absolutely no right to take any disciplinary action or to direct any employees of the Committee to do a particular work. In the absence of any obligation, statutory or otherwise, for running a canteen by the bank, an employee of the Committee cannot be termed as an employee of the bank. Law to this effect was laid by the Apex Court in Reserve Bank of India's case [1996 (3) S.C.C. 267].

12. In State Bank of India's case [AIR 2000 SC 1518] the Apex Court was seized of such a proposition. It was ruled therein that canteens run by the Committee for providing certain amenities in the branch are non statutory non recognized canteens, because admittedly there is neither statutory provision nor any obligation arising out of award or contract between the bank and its employees to run such canteen. Employees of the canteens, which are being run at various branches by Local Implementation Committee, would not become employee of the bank, as bank is not having any statutory or contractual obligation to run such canteens. Bank does not employ Canteen Boys. Bank does not supervise or control their work. For appointing a Canteen Boy there are no rules framed by the bank. The Bank has nothing to do with the running of the Canteen. The scheme framed by the bank for running of a Canteen by Local Implementation Committee only promotes welfare activities for benefit of its employees. Therefore, it cannot be said that Canteen Boys are employees of the Bank. In view of the facts detailed above, it is evident that the claimant was an employee of the Committee. He was not connected with the bank in any manner. Law referred above announces that Committee has no nexus with the bank. Hence claimant is not an employee of the bank. The issue is, therefore, answered in favour of the bank and against the claimant.

Issue No. 2

13. As is evident that claimant was working with the Committee which has no connection with the bank. The claimant cannot seek reinstatement of his job with the bank. Since he is not an employee of the management bank, his case is also not covered within the ambit of the circular issued by the bank on 25-8-91. The circular dated 25-8-91 highlights that the bank invited application from casual employees for their absorption. Bank had also invited applications from Canteen boys, from whom jobs of casual nature were taken by the bank, for the purpose of absorption of their services. On the strength of the said

circular, referred above, employees who have worked in temporary capacity with the bank between 1-7-75 to 31-7-88 were considered for the purpose of absorption in bank's services.

14. Whether claimant can seek application of the said circular to his case? For an answer, legal provisions are to be taken note of. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates, offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments; (b) promotions; (c) termination of employment; (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

15. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate person belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

16. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the State to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the State to adopt new strategy to bring underprivileged at par with the rest of the society, by

providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on terms of nature of persons, nature of business and with reference to time. Therefore classification based on experience or in relation to time for which canteen boys employed by the Committee had served, has a reasonable differentia.

17. To claim equality with the aforesaid canteen boys, it was for the claimant to show that he stood on equal footing with them. Not even an iota of fact has been brought over the record by the claimant to show that he was at par with the aforesaid canteen boys. Circular was issued in 1991 to consider the case of the canteen boys, who served the bank for casual jobs also between 1-7-75 to 31-7-88. The claimant claims to have served the Committee from January, 1990 till June, 2000. Claimant fell in a different class than those canteen boys, who were considered for absorption in the services of the bank, on the strength of the above circular. In such a situation it cannot be said that the claimant was discriminated when his services were not regularized by the bank.

18. The Committee is not part and parcel of the bank. As detailed above it works for welfare of its employees. It is not an extension or branch of the bank. Consequently activities of the Committee cannot be considered as activities of the bank. Whether activities of the Committee can be termed as an industry? Answer lies in negative. The Committee arranges tea and snacks for its members and for that purpose engages a canteen boy. Except the canteen boy no other employee is engaged by the Committee. The image of industry or even quasi-industry is one of a plurality of workmen, not an isolated or single little assistant or attendant. The later category is more or less like personal avocation for livelihood taking some paid or part-time work from another. To fall within the ambit of an industry the activity should be predominantly carried on by employment of organized labour force for production or distribution of goods, or for rendering material services to the community at large or a part of such community. Activities run by the Committee does not answer the ingredients of an "industry". Hence activities run by the Committee cannot be termed as an "Industry" within the meaning of clause (j) of Section 2 of the Industrial Disputes Act, 1947. Law to this effect was laid by the Apex Court in Bangalore Water Supply and Sewerage Board (1978 Lab. I.C. 778). Termination of services of the claimant by the Committee would not entitle him for relief of reinstatement in the services of the bank. He is not entitled for any relief from the bank. Issue is answered accordingly.

Relief

19. In view of the reasons detailed above, it is concluded that Shri Jagdev Singh cannot raise his eyebrows on the action of the Committee when his services were disengaged on 1-7-2000. This Tribunal does not enjoy any jurisdiction to entertain adjudication of the dispute. He is not entitled to any relief. An Award is, accordingly, passed. It be sent to the appropriate Government for its publication.

Dated : 26-3-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 19 मई, 2010

का. आ. 1513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ब्रिटिश एयरवेज के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, सं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 24/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2010 को प्राप्त हुआ था।

[सं. एल-11012/104/2008-आई आर (सी एम-1)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 19th May, 2010

S.O. 1513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2009) of the Central Government Industrial Tribunal/Labour Court, No. 1, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. British Airways and their workmen, which was received by the Central Government on 19-5-2010.

[No. L-11012/104/2008-IR (CM-I)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURTS COMPLEX,
DELHI**

I.D. No. 24/2009

Shri Ram Singh and 15 others,
A-1, Hamilton House,
Connaught Place,
New Delhi-110001

... Workmen

Versus

1. The Area Commercial Manager,
M/s. British Airways,
Room No. 25, IGI Airport, Terminal II,
New Delhi-110037
2. The Contractor, M/s. Solution Unlimited,
FF-10, Paradise Plaza (Shivmurti Complex),
K-4, Old Rangpuri Road, Mahipalpur,
New Delhi-110037 ... Managements

AWARD

Contract labours, deployed at the premises of British Airways, raised a claim for regularization of their services. They were under an impression that contract entered into between M/s. British Airways and M/s. Solutions Unlimited for outsourcing jobs of house keeping, courier and pantry services was sham and bogus. They claimed that their services should be regularized by M/s. British Airways, which claim was declined. Two personal drivers, serving Mr. Matt Burton and Ms. Diane Chung, also joined their hands with the contract labours, when their services were terminated by their employers. When M/s. British Airways had discarded their claim of regularization, they filed a claim before the conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-11012/104/2008-IR (CM-I), New Delhi, dated 21st May, 2009, with following terms :

- (i) Whether the contract between the Management of British Airways and M/s. Solutions Unlimited is sham & bogus ?
- (ii) If so, (a) whether the action of the Management of British Airways in not allowing the nine (09) workmen (as per Annexure-I) to continue their duties and
- (b) Whether the demand of the sixteen (16) claimants (as per Annexure II) for their regularization by the Management of British Airways is justified and legal ?
- (iii) To what reliefs are the workmen concerned entitled ? "

2. Claim statement was filed on behalf of fourteen claimants pleading that they were working at A-1, Hamilton House, Connaught Place, New Delhi, under control and supervision of M/s. British Airways. They worked there till March, 1992. Thereafter they were transferred to D.L.F. Centre, IIIrd Floor, Sansad Marg, New Delhi, where they served till February, 1999. In March, 1999 office of the management shifted to DLF Plaza Tower, DLF Qutub Enclave, Phase I, Gurgaon, where they worked till 10-2-2006. They were employed by M/s. British Airways

directly. Subsequently their mode of payment was changed w.e.f. August 1996 in respect of office boys/peons and w.e.f. 1999 in respect of canteen boys and they were paid through a contractor, by bringing them under the contractor known as M/s. Man Machine. Subsequently, they were paid by M/s. Solutions Unlimited. They were working as integral part of the management and there existed relationship of employer and employee between them and the management of M/s. British Airways. The contract entered into between the management and the contractor was sham and bogus. They claim that they were not allowed to continue on their duties and management threatened to terminate their services. A claim has been made that action of M/s. British Airways in not allowing them to continue on their duties may be declared illegal and they be given all benefits, besides regularization of their services.

3. Virender Singh and Joseph Alexander opted not to file their claim statement. It emerges that they do not want to agitate their grievances in the matter. These facts give an inference that their dispute stands subsided.

4. Contest was given to the claim petition by M/s. British Airways pleading that there existed no relationship of employer and employee between the parties. The claimants were employees of M/s. Solutions Unlimited, who provided manpower for house keeping, courier and pantry services jobs. Claimants, namely, Shri Mani S. Ambedkar and Shri Narendra Singh Tanwar were personal drivers of Mr. Matt Burton and Ms. Diane Chung. Since the claimants were not under control and supervision of the management, their claim is bad. They were paid by the contractor, in whose employment they were. The claim put forward by them is unfounded.

5. M/s. Solutions Unlimited projects that the claimants were their employees. They were deployed by them in the premises of M/s. British Airways, to provide service of house keeping, courier and pantry services. Their wages were paid by them. They used to deduct P.F. and E.S.I. contribution from their wages. Those contributions were deposited by them with the authorities. Claim put forward by the claimants is unfounded. Claimants, namely Shri Mani S. Ambedkar and Shri Krishna Bolarapa were personal drivers of Mr. Matt Burton and Ms. Diane Chung. Claim is liable to be dismissed.

6. On pleadings of the parties following issues were settled :

- (1) Whether there is no privity of contract between the workmen and M/s. British Airways ?
- (2) Whether the workmen are employees of M/s. Solutions Unlimited, the Contractor ?
- (3) As in terms of reference.
- (4) Relief.

7. During the course of adjudication, parties arrived at a amicable settlement. Claimants made their respective statements, admitting therein that they have settled their dispute with M/s. British Airways and M/s. Solutions Unlimited. They have received their payment towards earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits from M/s. British Airways. They have also received their dues from M/s. Solutions Unlimited. Settlements, entered into between the parties, were also filed by the claimants before this Tribunal.

8. Ram Karan made a statement that he had accepted cheque No. 042026 drawn on Citi Bank, N.A., New Delhi for a sum of Rs. 6,00,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. A cheque No. 606081 drawn on I.C.I.C.I. Bank Ltd., DLF City, Gurgaon Branch for a sum of Rs. 21565 was also accepted by him from M/s. Solutions Unlimited towards his unpaid wages. Settlement Ex. W-1 was entered into between him and the managements, without any force, pressure or coercion from any corner. In the same manner statements were made by Narinder Singh Tanwar, Raj Kumar Panshal, Vijay Singh Rawat, Ram Singh, Anil Kumar, Aman Parkash Nagar, Daljeet Kumar, Vishal Singh, Ram Kumar, Prem Pal @ Prem Lal, Mangal Singh Rawat, Krishana Bolarapa and Mani S. Ambedkar.

9. Narinder Singh Tanwar made a statement that he had accepted cheque No. 042033 drawn on Citi Bank, N.A., New Delhi for a sum of Rs. 4,00,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. A cheque No. 606079 drawn on I.C.I.C.I. Bank Ltd., DLF City, Gurgaon Branch for a sum of Rs. 18543 was also accepted by him from M/s. Solutions Unlimited towards his unpaid wages. Settlement Ex. W-2 was entered into between him and the managements, without any force, pressure or coercion from any corner.

10. Raj Kumar Panchal made a statement that he had accepted cheque No. 042032 drawn on Citi Bank, N.A., New Delhi for a sum of Rs. 4,50,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. A cheque No. 606077 drawn on I.C.I.C.I. Bank Ltd., DLF City, Gurgaon Branch for a sum of Rs. 24156 was also accepted by him from M/s. Solutions Unlimited towards his unpaid wages. Settlement Ex. W-3 was entered into between him and the managements, without any force, pressure or coercion from any corner.

11. Vijay Singh Rawat made a statement that he had accepted cheque No. 042030 drawn on Citi Bank, N.A.,

New Delhi for a sum of Rs. 4,50,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. A cheque No. 606078 drawn on I.C.I.C.I. Bank Ltd., DLF City, Gurgaon Branch for a sum of Rs. 11,725 was also accepted by him from M/s. Solutions Unlimited towards his unpaid wages. Settlement Ex. W-4 was entered into between him and the managements, without any force, pressure or coercion from any corner.

12. Ram Singh made a statement that he had accepted cheque No. 042020 drawn on Citi Bank, N.A., New Delhi for a sum of Rs. 8,25,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. Settlement Ex. W-5 was entered into between him and the managements, without any force, pressure or coercion from any corner.

13. Anil Kumar made a statement that he had accepted cheque No. 042027 drawn on City Bank, N.A., New Delhi for a sum of Rs. 6,10,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. A cheque No. 606083 drawn on I.C.I.C.I. Bank Ltd., DLF City, Gurgaon Branch for a sum of Rs. 12,738 was also accepted by him from M/s. Solutions Unlimited towards his unpaid wages. Settlement Ex. W-6 was entered into between him and the managements, without any force, pressure or coercion from any corner.

14. Aman Parkash Nagar made a statement that he had accepted cheque No. 042025 drawn on Citi Bank, N.A., New Delhi for a sum of Rs. 6,50,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. Settlement Ex. W-7 was entered into between him and the managements, without any force, pressure or coercion from any corner.

15. Daljeet Kumar made a statement that he had accepted cheque No. 042033 drawn on Citi Bank, N.A., New Delhi for a sum of Rs. 7,00,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. Settlement Ex. W-8 was entered into between him and the managements, without any force, pressure or coercion from any corner.

16. Vishal Singh made a statement that he had accepted cheque No. 042022 drawn on Citi Bank, N.A., New Delhi for a sum of Rs. 7,00,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. Settlement Ex. W-9

was entered into between him and the managements, without any force, pressure or coercion from any corner.

17. Ram Kumar made a statement that he had accepted cheque No. 042024 drawn on Citi Bank, N.A., New Delhi for a sum of Rs. 8,00,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. A cheque No. 606080 drawn on I.C.I.C.I. Bank Ltd., DLF City, Gurgaon Branch for a sum of Rs. 13,848 was also accepted by him from M/s. Solutions Unlimited towards his unpaid wages. Settlement Ex. W-10 was entered into between him and the managements, without any force, pressure or coercion from any corner.

18. Prem Pal @ Prem Lal made a statement that he had accepted cheque No. 042031 drawn on Citi Bank, N.A., New Delhi for a sum of Rs. 4,50,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. Settlement Ex. W-11 was entered into between him and the managements, without any force, pressure or coercion from any corner.

19. Mangal Singh Rawat made a statement that he had accepted cheque No. 042021 drawn on City Bank, N.A., New Delhi for a sum of Rs. 7,85,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. A cheque No. 606082 drawn on I.C.I.C.I. Bank Ltd., DLF City, Gurgaon Branch for a sum of Rs. 24,511 was also accepted by him from M/s. Solutions Unlimited towards his unpaid wages. Settlement Ex. W-12 was entered into between him and the managements, without any force, pressure or coercion from any corner.

20. Krishana Bolarapa made a statement that he had accepted cheque No. 042029 drawn on City Bank, N.A., New Delhi for a sum of Rs. 4,80,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. Settlement Ex. W-13 was entered into between him and the managements, without any force, pressure or coercion from any corner.

21. Mani S. Ambedkar made a statement that he had accepted cheque No. 042028 drawn on City Bank, N.A., New Delhi for a sum of Rs. 6,00,000 from M/s. British Airways towards his all dues in respect of earned wages, leave encashment, retrenchment compensation, bonus, gratuity and other terminal benefits. Settlement Ex. W-14 was entered into between him and the managements, without any force, pressure or coercion from any corner.

22. In view of the statements made by the claimants, which were followed by payment of cheques by M/s. British Airways and M/s. Solutions Unlimited, it emerge over the record that dispute between the parties stands settled. Consequently the claimant do not have any grievance against M/s. British Airways for getting contract between M/s. British Airways and M/s. Solutions Unlimited declared as sham and bogus, besides raising a demand for regularization of their services. Since their dispute stands subsided, now there is no occasion for the Tribunal to adjudicate the terms of reference. In view of the changed circumstances, it is concluded that disputes between the parties stood satisfied. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 23-04-2010

Dr. R. K. YADAV, Presiding Officer.

नई दिल्ली, 19 मई, 2010

का. आ. 1514.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इंडियन एयरलाइन्स लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, सी.जी.आई.टी., चेन्नई के पंचाट (संदर्भ संख्या 73/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2010 को प्राप्त हुआ था।

[सं. एल-11012/30/2008-आई आर (सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 19th May, 2010

S.O. 1514.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 73/2009) of the Central Government Industrial Tribunal/Labour Court, C.G.I.T., Chennai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Indian Airlines Limited and their workman, which was received by the Central Government on 19-5-2010.

[No. L-11012/30/2008-IR (C-I)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 9th April, 2010

PRESENT:

A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 73/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of National Aviation Company of India and their Workman]

BETWEEN

Smt. C. Usharani . . . Petitioner/1st Party

Vs.

The General Manager (Personnel),
National Aviation Company of India Ltd.
(erstwhile Indian Airlines)
Airlines House, Meenambakkam,
Chennai-600 027 . . . Respondent/2nd Party

APPEARANCE:

For the 1st Party/Petitioner : Sri A.
Parthasarathy,
A.R.

For the 2nd Party/Management : M/s. NGR
Prasad

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/16/1998-IR (C-I) dated 27-07-2009 referred the following industrial dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“(i) Whether the action of the management of National Aviation Company of India Limited (erstwhile Indian Airlines Limited) in terminating the services of Smt. C. Usharani, Canteen Helper w.e.f. 31-01-1995 is justified and legal ? (ii) To what relief is the workman concerned entitled ?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 73/2009 and issued notices to both sides. Both sides entered appearance through their advocates and filed their Claim and Counter Statements as the case may be.

3. The case of the petitioner in the Claim Statement in a nutshell is as follows :

The petitioner/widow of Late Mr. Chandrasekaran of Indian Airlines Ltd. appointed as Canteen Helper on

compassionate grounds was terminated from service on 31-01-1995 without any valid reasons and without any enquiry. Hence the prayer for her reinstatement with back wages and other benefits.

4. In the Counter Statement it is contended that she was terminated since her performance during probation was not satisfactory even during extended period by another 6 months. She was given 1 month notice pay and 15 days wages as compensation. The termination is only to be upheld.

5. When the matter stood for enquiry a proposal was mooted at the instance of the Tribunal for an amicable settlement of the dispute by way of conciliation to which both sides agreed. During the next adjourned date of enquiry the petitioner, her representative and the Respondent in person with his counsel were present. In the discussion held, terms of settlement were arrived at under which the Respondent/Management agreed to reinstate the petitioner into service on conditions disclosed in the presence of all which were accepted and are embodied in the terms of settlement attached to Memorandum of Settlement. Accordingly a form for Memorandum of Settlement signed by all concerned was filed by the parties. The same is recorded and an award is passed in terms of the said settlement.

6. The Memorandum of Settlement in original will form part of the award and the same is duly appended to the award.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th April, 2010)

A. N. JANARDANA, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : None

For the II Party/Respondent : None

Documents Marked :

On the Petitioner's side :

Ex. No.	Date	Description
		Nil

On the Management's side :

Ex. No.	Date	Description
		Nil

FORM H

(See Rule 58)

Form for Memorandum of Settlement R/w Section 18(1) of the Industrial Disputes Act, 1947

C. Usharani,
No. 9A, Nammalvar Street,
Padi, Chennai-600 051

... Petitioner

Vs.

General Manager (P),
National Aviation Company,
of India Ltd.,
(erstwhile Indian Airlines)
Airlines House, Meenambakkam,
Chennai-600 027

... Respondent

Short recital of the case

Whereas by an order dated 27-01-1994, C. Usharani was appointed as a canteen helper on compassionate grounds in the respondent Corporation and was put on probation initially for a period of 6 months and thereafter it was extended by another 6 months by an order dated 31-08-1994.

Whereas during the extended period of probation her services were terminated by an order dated 31-01-1995 and

Whereas a dispute relating to her non employment was referred for adjudication to the Central Government Industrial Tribunal, Chennai on 27-07-2009 and

Whereas the dispute was numbered as ID No. 73 of 2009 and during the course of the dispute, through the good offices of the Learned Presiding Officer, Central Government Industrial Tribunal, Chennai, a settlement was reached on the following terms.

1. Employee Sd/-

2. Employer Sd/-

J. GURUMURTHY
General Manager (Personal)
National Aviation Company of India Ltd.
Southern Region,
Chennai-600027

TERMS OF SETTLEMENT

नई दिल्ली, 28 मई, 2010

1. The Petitioner shall forego back wages and continuity of service and all other consequential benefits for the period from the date of her termination i.e. 31-1-1995 till the date of her reinstatement in service except that the period between the date of termination to the date of joining on reinstatement in service shall be reckoned only for the purpose of computing minimum qualifying service for grant of retirement passages as per Rules in vogue from time to time.

2. In view of the foregoing, the Respondent-management have agreed to reinstate the Petitioner in service in the post of Helper (Canteen) in the pay scale of at Rs. 5200-6690 with basic pay at Rs. 5200, subject to the petitioner being found medically fit by the Company Medical Officer.

3. On reinstatement, the Petitioner shall be governed by the Service Regulations and Standing Orders of the Respondent Company and the Petitioner is liable to be re-deployed in any Department and the Petitioner agrees to work accordingly.

4. The parties have agreed to settle the dispute on the above terms and the Award may be passed accordingly.

5. The above terms were read over and explained to the Petitioner in Tamil and she after fully understanding the same and agreeing to the terms thereof has put her signature.

Signature of Parties

Witnesses :

- | | | |
|---------|-------------|------|
| 1. Sd/- | 1. Employee | Sd/- |
| 2. Sd/- | 2. Employer | Sd/- |

J. GURUMURTHY
General Manager (personal)
National Aviation Company of India Ltd.
Southern Region,
Chennai-600027.

Copy to :

1. The Assistant labour Commissioner (Central) Chennai.
2. Regional Labour Commissioner (Central).
3. Chief Labour Commissioner (Central), New Delhi.
4. The Secretary to the Government of India, Ministry of labour, New Delhi.

का. आ. 1515.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“आन्ध्र प्रदेश राज्य के विशाखापट्टणम् जिले के अनकापल्लु मण्डल के संपतपुरम् राजस्व गाँव में स्थित सभी क्षेत्र ।”

[सं. एस-38013/19/2010-एस. एस. 1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 28th May, 2010

S.O. 1515.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2010 as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of **Andhra Pradesh** namely :—

“All the areas falling within the revenue village of Sampathpuram in Anakapalle Mandal of Visakhapatnam District of Andhra Pradesh.”

[No. S-38013/19/2010-SS I]
S. D. XAVIER. Under Secy

नई दिल्ली, 31 मई, 2010

का. आ. 1516.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 (धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“आन्ध्र प्रदेश राज्य के निजामाबाद जिले में स्थित कामारेड्डी के नगरपालिका क्षेत्र के अंतर्गत आने वाले सभी क्षेत्र ।”

[सं. एस-38013/20/2010-एस एस 1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 31st May, 2010

S.O. 1516.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2010 as the date on which the provisions of Chapter IV [except Section 44 and 45 which have already been brought into force and Chapter V and VI (except Sub-section (1) of Section 76 and Sections

77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of **Andhra Pradesh** namely :—

“All the areas falling within the Municipal Limits of Kamareddy in Nizamabad District of Andhra Pradesh.”

[No. S-38013/20/2010-SS1]
S. D. XAVIER, Under Secy